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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS**

FOR CONSTRUCTION ON STATE HIGHWAY IN

**MARIN COUNTY AT VARIOUS LOCATIONS FROM 1.0 KM NORTH OF PANORAMIC HIGHWAY SOUTH
TO 1.0 KM SOUTH OF PANORAMIC HIGHWAY NORTH.**

DISTRICT 04, ROUTE 1

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor
Surcharge and Equipment Rental Rates.**

CONTRACT NO. 04-1S0304

04-Mrn-1-6.9/18.2

Federal Aid Project

ER-35K7(004)E

**Bids Open: April 29, 2003
Dated: April 7, 2003**

OSD

IMPORTANT SPECIAL NOTICES

- The anticipated period of time within which the contract may be awarded has been extended for this project. See Section 3, "Award and Execution of Contract," of these Special Provisions.
- DBEs must be certified by the California Unified Certification Program (CUCP). See Section 2, "Proposal Requirements and Conditions," of these special provisions for further details. The available sources for identifying certified DBEs have also been revised.
- The time allotted for the successful bidder to execute the contract and return it, together with the contract bonds, to the Department, has been revised. See Section 3, "Award and Execution of Contract," of these special provisions. Additional time will no longer be granted for return of the executed documents.

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A62A	Excavation and Backfill - Miscellaneous Details
A73B	Markers
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77FA	Metal Beam Guard Railing – Typical Line Post Installation
RSP A77L	Metal Beam Guard Railing and Single Faced Barrier Railing Terminal System - End Treatments
D87C	Cable Anchorage System
D102	Underdrains
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 04-1S0304

04-Mrn-1-6.9/18.2

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN MARIN COUNTY AT VARIOUS LOCATIONS FROM 1.0 KM NORTH OF PANORAMIC HIGHWAY SOUTH TO 1.0 KM SOUTH OF PANORAMIC HIGHWAY NORTH.

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on April 29, 2003, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN MARIN COUNTY AT VARIOUS LOCATIONS FROM 1.0 KM NORTH OF PANORAMIC HIGHWAY SOUTH TO 1.0 KM SOUTH OF PANORAMIC HIGHWAY NORTH.

General work description: Repair slip out at shoulder slopes and edges of traveled way. Repair settlement from edge to centerline of roadway, Reconstruct and install new guard railing. Install soldier pile and timber lagging.

This project has a goal of 16 percent disadvantaged business enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

This project includes, but is not limited to, the following special requirements:

Bidder inquiries may be made as follows:

The Department will consider bidder inquiries only when a completed "Bidder Inquiry" form is submitted. A copy of the "Bidder Inquiry" form is available at the Internet address shown below. The bidder inquiry shall include the bidder's name and telephone number. Submit "Bidder Inquiry" forms to :

Construction Program Duty Senior
111 Grand Avenue
Oakland, CA 94612

Fax Number: (510) 622-1805

E-mail: DUTY_SENIOR_DISTRICT04@ dot.ca.gov

Tel. Number: (510) 286-5209

To expedite processing, submittal of "Bidder Inquiry" forms via Fax or E-mail is preferred.

To the extent feasible and at the discretion of the Department, completed "Bidder Inquiry" forms submitted for consideration will be investigated, and responses will be posted on the Internet at:

http://www.dot.ca.gov/hq/esc/oe/project_status/bid_inq.html

The responses to bidders' inquiries, unless incorporated into formal addenda to the contract, are not a part of the contract, and are provided for the bidder's convenience only. In some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. The availability or use of information provided in the responses to bidders' inquiries is not to be construed in any way as a waiver of the provisions of Section 2-1.03 of the Standard Specifications or any other provision of the contract, the plans, Standard Specifications or Special Provisions, nor to excuse the contractor from full compliance with those contract requirements. Bidders are cautioned that subsequent responses or contract addenda may affect or vary a response previously given.

Contract No. 04-1S0304

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-61D30.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are available at the office of the District Director of Transportation of the district in which the work is situated in paper copy format.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at <http://hqidoc1.dot.ca.gov/>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated April 7, 2003

Contract No. 04-1S0304

D04

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)
04-1S0304

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	071325	TEMPORARY FENCE (TYPE ESA)	M	120
2	074017	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM
3	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
4	074029	TEMPORARY SILT FENCE	M	140
5	074032	TEMPORARY CONCRETE WASHOUT FACILITY	EA	4
6	030932	TEMPORARY DRAINAGE INLET PROTECTION	EA	1
7 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
8 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
9 (S)	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2
10	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	101
11	030933	REMOVE CORRUGATED STEEL PIPE	M	12
12	150820	REMOVE INLET	EA	1
13	151572	RECONSTRUCT METAL BEAM GUARD RAILING	M	25
14	160101	CLEARING AND GRUBBING	LS	LUMP SUM
15	190101	ROADWAY EXCAVATION	M3	923
16	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM
17	193029	STRUCTURE BACKFILL (SOLDIER PILE WALL)	M3	23
18 (S)	030934	EROSION CONTROL (NETTING)	M2	738
19 (S)	030935	DRAINAGE OUTLET PROTECTION	EA	6
20 (S)	203003	STRAW (EROSION CONTROL)	TON	0.4

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (S)	203014	FIBER (EROSION CONTROL)	KG	58
22 (S)	030936	TEMPORARY PERIMETER BARRIER	M	140
23 (S)	203021	FIBER ROLLS	M	310
24 (S)	203024	COMPOST (EROSION CONTROL)	KG	177
25	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	4
26 (S)	203040	SEED (EROSION CONTROL)	KG	7
27 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	13
28	260201	CLASS 2 AGGREGATE BASE	M3	26
29	390155	ASPHALT CONCRETE (TYPE A)	TONN	124
30	397001	ASPHALTIC EMULSION (PAINT BINDER)	TONN	0.5
31	049362	DRILLED HOLE (600 MM)	M	192
32	490511	FURNISH STEEL PILING (HP 250 X 85)	M	275
33	193118	CONCRETE BACKFILL	M3	54
34 (F)	575004	TIMBER LAGGING	M3	14.5
35 (S)	049363	CLEAN AND PAINT SOLDIER PILING	LS	LUMP SUM
36	664014	450 MM CORRUGATED STEEL PIPE (1.63 MM THICK)	M	12
37	680464	200 MM PERFORATED STEEL PIPE UNDERDRAIN	M	22
38	680635	200 MM NON-PERFORATED STEEL PIPE UNDERDRAIN	M	3
39	680933	200 MM PERFORATED PLASTIC PIPE UNDERDRAIN	M	56
40	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN)	M	360

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	682045	CLASS 3 PERMEABLE MATERIAL	M3	51
42	692385	450 MM ANCHOR ASSEMBLY	EA	1
43	720002	ROCK SLOPE PROTECTION (DRAINAGE OUTLET)	M3	1
44	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	M3	8
45	727901	MINOR CONCRETE (DITCH LINING)	M3	6
46	729010	ROCK SLOPE PROTECTION FABRIC	M2	19
47	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	12
48 (S)	750001	MISCELLANEOUS IRON AND STEEL	KG	150
49	820134	OBJECT MARKER (TYPE P)	EA	4
50 (S)	832001	METAL BEAM GUARD RAILING	M	91
51 (S)	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2
52 (S)	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	101
53 (S)	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	916
54 (S)	850102	PAVEMENT MARKER (REFLECTIVE)	EA	124
55	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 04-1S0304

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

**AMENDMENTS TO JULY 1999 STANDARD
SPECIFICATIONS**

UPDATED NOVEMBER 18, 2002

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

Issue Date: June 6, 2002

Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

2-1.03 Examination of Plans, Specifications, Contract, and Site of Work

- The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.
- The submission of a bid shall also be conclusive evidence that the bidder is satisfied that the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the Department as shown in the bid documents, as well as from the plans and specifications made a part of the contract.
- Where the Department has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

- Where there has been prior construction by the Department or other public agencies within the project limits, records of the prior construction that are currently in the possession of the Department and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- Inspection of the records of investigations and project records may be made at the office of the district in which the work is situated, or in the case of records of investigations related to structure work, at the Transportation Laboratory in Sacramento, California.
- When a log of test borings or other record of geotechnical data obtained by the Department's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.
- In some instances, information considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."
- When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.
- When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.
- When contour maps were used in the design of the project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.
- The Department assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the Department. The Department does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.
- No conclusions or interpretations made by a bidder or contractor from the information and data made available by the Department will relieve a bidder or contractor from properly fulfilling the terms of the contract.

SECTION 5: CONTROL OF WORK

Issue Date: December 31, 2001

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

5-1.02A Excavation Safety Plans

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated

data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

- Attention is directed to Section 7-1.01E, "Trench Safety."

SECTION 9: MEASUREMENT AND PAYMENT

Issue Date: November 18, 2002

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

9-1.04 NOTICE OF POTENTIAL CLAIM

- It is the intention of this section that disputes between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken.

- Disputes will not be considered unless the Contractor has first complied with specified notice or protest requirements, including Section 4-1.03, "Changes," Section 5-1.116, "Differing Site Conditions," Section 8-1.06, "Time of Completion," Section 8-1.07, "Liquidated Damages," and Section 8-1.10, "Utility and Non-Highway Facilities."

- For disputes arising under and by virtue of the contract, including an act or failure to act by the Engineer, the Contractor shall provide a signed written initial notice of potential claim to the Engineer within 5 days from the date the dispute first arose. The initial notice of potential claim shall provide the nature and circumstances involved in the dispute which shall remain consistent through the dispute. The initial notice of potential claim shall be submitted on Form CEM-6201A furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Contractor shall assign an exclusive identification number for each dispute, determined by chronological sequencing, based on the date of the dispute.

- The exclusive identification number for each dispute shall be used on the following corresponding documents:

- A. Initial notice of potential claim.
- B. Supplemental notice of potential claim.
- C. Full and final documentation of potential claim.
- D. Corresponding claim included in the Contractor's written statement of claims.

- The Contractor shall provide the Engineer the opportunity to examine the site of work within 5 days from the date of the initial notice of potential claim. The Contractor shall proceed with the performance of contract work unless otherwise specified or directed by the Engineer.

- Throughout the disputed work, the Contractor shall maintain records that provide a clear distinction between the incurred direct costs of disputed work and that of undisputed work. The Contractor shall allow the Engineer access to the Contractor's project records deemed necessary by the Engineer to evaluate the potential claim within 20 days of the date of the Engineer's written request.

- Within 15 days of submitting the initial notice of potential claim, the Contractor shall provide a signed supplemental notice of potential claim to the Engineer that provides the following information:

- A. The complete nature and circumstances of the dispute which caused the potential claim.
- B. The contract provisions that provide the basis of claim.
- C. The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.
- D. A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract time is made.

- The information provided in items A and B above shall provide the Contractor's complete reasoning for additional compensation or adjustments.

- The supplemental notice of potential claim shall be submitted on Form CEM-6201B furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655. The Engineer will evaluate the information presented in the supplemental notice of potential claim and provide a written response to the Contractor within 20 days of its receipt. If the estimated cost or effect on the scheduled completion date changes, the Contractor shall update information in items C and D above as soon as the change is recognized and submit this information to the Engineer.

- Within 30 days of the completion of work related to the potential claim, the Contractor shall provide the full and final documentation of potential claim to the Engineer that provides the following information:

- A. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of work affected by the dispute.
- B. The specific provisions of the contract that support the potential claim and a statement of the reasons these provisions support and provide a basis for entitlement of the potential claim.
- C. When additional monetary compensation is requested, the exact amount requested calculated in conformance with Section 9-1.03, "Force Account Payment," or Section 8-1.09, "Right of Way Delays," including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

1. Labor – A listing of individuals, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information related to the requested reimbursement of labor costs.
2. Materials – Invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information related to the requested reimbursement of material costs.
3. Equipment – Listing of detailed description (make, model, and serial number), hours of use, dates of use and equipment rates. Equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the affected work related to the dispute was performed.
4. Other categories as specified by the Contractor or the Engineer.

- D. When an adjustment of contract time is requested the following information shall be provided:

1. The specific dates for which contract time is being requested.
2. The specific reasons for entitlement to a contract time adjustment.
3. The specific provisions of the contract that provide the basis for the requested contract time adjustment.
4. A detailed time impact analysis of the project schedule. The time impact analysis shall show the effect of changes or disruptions on the scheduled completion date to demonstrate entitlement to a contract time adjustment.

- E. The identification and copies of the Contractor's documents and the substance of oral communications that support the potential claim.

- The full and final documentation of the potential claim shall be submitted on Form CEM-6201C furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650-12655.

- Pertinent information, references, arguments, and data to support the potential claim shall be included in the full and final documentation of potential claim. Information submitted subsequent to the full and final documentation submittal will not be considered. Information required in the full and final documentation of potential claim, as listed in items A to E above, that is not applicable to the dispute may be exempted as determined by the Engineer. No full and final documentation of potential claim will be considered that does not have the same nature and circumstances, and basis of claim as those specified on the initial and supplemental notices of potential claim.

- The Engineer will evaluate the information presented in the full and final documentation of potential claim and provide a written response to the Contractor within 30 days of its receipt unless otherwise specified. The Engineer's receipt of the full and final documentation of potential claim shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand. If the full and final documentation of potential claim is submitted by the Contractor after acceptance of the work by the Director, the Engineer need not provide a written response.

- Provisions in this section shall not apply to those claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate. Administrative disputes are disputes of administrative deductions or retentions, contract item quantities, contract item adjustments, interest payments, protests of contract change orders as provided in Section 4-1.03A, "Procedure and Protest," and protests of the weekly statement of working days as provided in Section 8-1.06, "Time of Completion." Administrative disputes that occur prior to issuance of the proposed final estimate shall follow applicable requirements of this section. Information listed in the supplemental notice and full and final documentation of potential claim that is not applicable to the administrative dispute may be exempted as determined by the Engineer.

- Unless otherwise specified in the special provisions, the Contractor may pursue the administrative claim process pursuant to Section 9-1.07B, "Final Payment and Claims," for any potential claim found by the Engineer to be without merit.

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- Failure of the Contractor to conform to specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract, and is deemed as the Contractor's waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim process in conformance with Section 9-1.07B, "Final Payment of Claims," and shall operate as a bar to arbitration pursuant to Section 10240.2 of the California Public Contract Code.

Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

9-1.07B Final Payment and Claims

- After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including an itemization of the total amount, segregated by contract item quantities, extra work and other bases for payment, and shall also show each deduction made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. Prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims arising under or by virtue of the contract so that the Engineer receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. The Contractor's receipt of the proposed final estimate shall be evidenced by postal receipt. The Engineer's receipt of the Contractor's written approval or statement of claims shall be evidenced by postal receipt or the Engineer's written receipt if delivered by hand.

- On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Engineer will issue a final estimate in writing in conformance with the proposed final estimate submitted to the Contractor, and within 30 days thereafter the State will pay the entire sum so found to be due. That final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- If the Contractor within the specified period of 30 days files claims, the Engineer will issue a semifinal estimate in conformance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum found to be due. The semifinal estimate and corresponding payment shall be conclusive and binding against both parties to the contract on each question relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- Except for claims for overhead costs and administrative disputes that occur after issuance of the proposed final estimate, the Contractor shall only provide the following two items of information for each claim:

- A. The exclusive identification number that corresponds to the supporting full and final documentation of potential claim.
- B. The final amount of requested additional compensation.

- If the final amount of requested additional compensation is different than the amount of requested compensation included in the full and final documentation of potential claim, the Contractor shall provide in the written statement of claims the reasons for the changed amount, the specific provisions of the contract which support the changed amount, and a statement of the reasons the provisions support and provide a basis for the changed amount. If the Contractor's claim fails to provide an exclusive identification number or if there is a disparity in the provided exclusive identification number, the Engineer will notify the Contractor of the omission or disparity. The Contractor shall have 15 days after receiving notification from the Engineer to correct the omission or disparity. If after the 15 days has elapsed, there is still an omission or disparity of the exclusive identification number assigned to the claim, the Engineer will assign the number. No claim will be considered that has any of the following deficiencies:

- A. The claim does not have the same nature, circumstances, and basis as the corresponding full and final documentation of potential claim.
- B. The claim does not have a corresponding full and final documentation of potential claim.
- C. The claim was not included in the written statement of claims.
- D. The Contractor did not comply with applicable notice or protest requirements of Sections 4-1.03, "Changes," 5-1.116, "Differing Site Condition," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim."

- Administrative disputes that occur after issuance of the proposed final estimate shall be included in the Contractor's written statement of claims in sufficient detail to enable the Engineer to ascertain the basis and amounts of those claims.
- The Contractor shall keep full and complete records of the costs and additional time incurred for work for which a claim for additional compensation is made. The Engineer or designated claim investigators or auditors shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to those records shall be sufficient cause for denying the claims.
- The written statement of claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(name) _____ of

(title) _____

(company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day

of _____

(Notary Public)

My Commission

Expires _____

- Failure to submit the notarized certificate will be sufficient cause for denying the claim.
- Claims for overhead type expenses or costs, in addition to being certified as stated above, shall be supported and accompanied by an audit report of an independent Certified Public Accountant. Omission of a supporting audit report of an independent Certified Public Accountant shall result in denial of the claim and shall operate as a bar to arbitration, as to the claim, in conformance with the requirements in Section 10240.2 of the California Public Contract Code. Claims for overhead type expenses or costs shall be subject to audit by the State at its discretion. The costs of performing an audit examination and submitting the report shall be borne by the Contractor. The Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude unallowable costs as determined in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31. The audit examination and report shall determine if the rates of field and home office overhead are:

- Allowable in conformance with the requirements in Title 48 of the Federal Acquisition Regulations, Chapter 1, Part 31.
- Adequately supported by reliable documentation.
- Related solely to the project under examination.

- Costs or expenses incurred by the State in reviewing or auditing claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

- If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement and a written request to meet with the board of review, to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely written notification of disagreement or timely written request to meet with the board of review shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

- If the Contractor files a timely notification of disagreement with the District claim position letter and a timely request to meet with the board of review, then the board of review, designated by the District Director to review claims that remain in dispute, will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement.

- If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting.

- Attendance by the Contractor at the board of review meeting shall be mandatory. The board of review will review those claims and make a written recommendation thereon to the District Director. The final determination of claims, made by the District Director, will be sent to the Contractor by hand delivery or deposit in the U.S. mail. The Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

- Failure of the Contractor to conform to the specified dispute procedures shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall operate as a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

SECTION 19: EARTHWORK

Issue Date: December 31, 2001

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

SECTION 42: GROOVE AND GRIND PAVEMENT

Issue Date: December 31, 2001

The last sentence of the first subparagraph of the third paragraph in Section 42-2.02, "Construction," of the Standard Specifications is amended to read:

After grinding has been completed, the pavement shall conform to the straightedge and profile requirements specified in Section 40-1.10, "Final Finishing."

SECTION 49: PILING

Issue Date: December 31, 2001

Section 49-1.05, "Driving Equipment," of the Standard Specifications is amended by adding the following paragraph after the seventh paragraph:

- The use of followers or underwater hammers for driving piles will be permitted if authorized in writing by the Engineer. When a follower or underwater hammer is used, its efficiency shall be verified by furnishing the first pile in each bent or footing sufficiently long and driving the pile without the use of a follower or underwater hammer.

The first and second paragraphs in Section 49-4.01, "Description," of the Standard Specifications are amended to read:

- Cast-in-place concrete piles shall consist of one of the following:
 - A. Steel shells driven permanently to the required bearing value and penetration and filled with concrete.
 - B. Steel casings installed permanently to the required penetration and filled with concrete.
 - C. Drilled holes filled with concrete.
 - D. Rock sockets filled with concrete.

- The drilling of holes shall conform to the provisions in these specifications. Concrete filling for cast-in-place concrete piles is designated by compressive strength and shall have a minimum 28-day compressive strength of 25 MPa. At the option of the Contractor, the combined aggregate grading for the concrete shall be either the 25-mm maximum grading, the 12.5-mm maximum grading, or the 9.5-mm maximum grading. Concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," and Section 51, "Concrete Structures." Reinforcement shall conform to the provisions in Section 52, "Reinforcement."

The fourth paragraph in Section 49-4.03, "Drilled Holes," of the Standard Specifications is amended to read:

- After placing reinforcement and prior to placing concrete in the drilled hole, if caving occurs or deteriorated foundation material accumulates on the bottom of the hole, the bottom of the drilled hole shall be cleaned. The Contractor shall verify that the bottom of the drilled hole is clean.

The third paragraph in Section 49-6.02, "Payment," of the Standard Specifications is amended to read:

- The contract price paid per meter for cast-in-drilled-hole concrete piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in drilling holes, disposing of material resulting from drilling holes, temporarily casing holes and removing water when necessary, furnishing and placing concrete and reinforcement, and constructing reinforced concrete extensions, complete in place, to the required penetration, as shown on the plans, as specified in these specifications and in the special provisions, and as directed by the Engineer.

SECTION 50: PRESTRESSING CONCRETE

Issue Date: November 18, 2002

Section 50-1.02, "Drawings," of the Standard Specifications is amended by adding the following paragraph after the second paragraph:

- Each working drawing submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate working drawing submittal.

Section 50-1.05, "Prestressing Steel," of the Standard Specifications is amended to read:

- Prestressing steel shall be high-tensile wire conforming to the requirements in ASTM Designation: A 421, including Supplement I; high-tensile seven-wire strand conforming to the requirements in ASTM Designation: A 416; or uncoated high-strength steel bars conforming to the requirements in ASTM Designation: A 722, including all supplementary requirements. The maximum mass requirement of ASTM Designation: A 722 will not apply.
- In addition to the requirements of ASTM Designation: A 722, for deformed bars, the reduction of area shall be determined from a bar from which the deformations have been removed. The bar shall be machined no more than necessary to remove the deformations over a length of 300 mm, and reduction will be based on the area of the machined portion.

- In addition to the requirements specified herein, epoxy-coated seven-wire prestressing steel strand shall be grit impregnated and filled in conformance with the requirements in ASTM Designation: A 882/A 882M, including Supplement I, and the following:

- A. The coating material shall be on the Department's list of approved coating materials for epoxy-coated strand, available from the Transportation Laboratory.
- B. The film thickness of the coating after curing shall be 381 μm to 1143 μm .
- C. Prior to coating the strand, the Contractor shall furnish to the Transportation Laboratory a representative 230-g sample from each batch of epoxy coating material to be used. Each sample shall be packaged in an airtight container identified with the manufacturer's name and batch number.
- D. Prior to use of the epoxy-coated strand in the work, written certifications referenced in ASTM Designation: A 882/A 882M, including a representative load-elongation curve for each size and grade of strand to be used and a copy of the quality control tests performed by the manufacturer, shall be furnished to the Engineer.
- E. In addition to the requirements in Section 50-1.10, "Samples for Testing," four 1.5-m long samples of coated strand and one 1.5-m long sample of uncoated strand of each size and reel shall be furnished to the Engineer for testing. These samples, as selected by the Engineer, shall be representative of the material to be used in the work.
- F. Epoxy-coated strand shall be cut using an abrasive saw.
- G. All visible damage to coatings caused by shipping and handling, or during installation, including cut ends, shall be repaired in conformance with the requirements in ASTM Designation: A 882/A 882M. The patching material shall be furnished by the manufacturer of the epoxy powder and shall be applied in conformance with the manufacturer's written recommendations. The patching material shall be compatible with the original epoxy coating material and shall be inert in concrete.

- All bars in any individual member shall be of the same grade, unless otherwise permitted by the Engineer.
- When bars are to be extended by the use of couplers, the assembled units shall have a tensile strength of not less than the manufacturer's minimum guaranteed ultimate tensile strength of the bars. Failure of any one sample to meet this requirement will be cause for rejection of the heat of bars and lot of couplers. The location of couplers in the member shall be subject to approval by the Engineer.

- Wires shall be straightened if necessary to produce equal stress in all wires or wire groups or parallel lay cables that are to be stressed simultaneously or when necessary to ensure proper positioning in the ducts.

- Where wires are to be button-headed, the buttons shall be cold formed symmetrically about the axes of the wires. The buttons shall develop the minimum guaranteed ultimate tensile strength of the wire. No cold forming process shall be used that causes indentations in the wire. Buttonheads shall not contain wide open splits, more than 2 splits per head, or splits not parallel with the axis of the wire.

- Prestressing steel shall be protected against physical damage and rust or other results of corrosion at all times from manufacture to grouting or encasing in concrete. Prestressing steel that has sustained physical damage at any time shall be rejected. The development of visible rust or other results of corrosion shall be cause for rejection, when ordered by the Engineer.

- Epoxy-coated prestressing steel strand shall be covered with an opaque polyethylene sheeting or other suitable protective material to protect the strand from exposure to sunlight, salt spray, and weather. For stacked coils, the protective covering shall be draped around the perimeter of the stack. The covering shall be adequately secured; however, it should allow for air circulation around the strand to prevent condensation under the covering. Epoxy-coated strand shall not be stored within 300 m of ocean or tidal water for more than 2 months.

- Prestressing steel shall be packaged in containers or shipping forms for the protection of the steel against physical damage and corrosion during shipping and storage. Except for epoxy-coated strand, a corrosion inhibitor which prevents rust or other results of corrosion, shall be placed in the package or form, or shall be incorporated in a corrosion inhibitor carrier type packaging material, or when permitted by the Engineer, may be applied directly to the steel. The corrosion inhibitor shall have no deleterious effect on the steel or concrete or bond strength of steel to concrete. Packaging or forms damaged from any cause shall be immediately replaced or restored to original condition.

- The shipping package or form shall be clearly marked with a statement that the package contains high-strength prestressing steel, and the type of corrosion inhibitor used, including the date packaged.

- Prestressing steel for post-tensioning which is installed in members prior to placing and curing of the concrete, and which is not epoxy-coated, shall be continuously protected against rust or other results of corrosion, until grouted, by means of a corrosion inhibitor placed in the ducts or applied to the steel in the duct. The corrosion inhibitor shall conform to the provisions specified herein.

- When steam curing is used, prestressing steel for post-tensioning shall not be installed until the steam curing is completed.

- Water used for flushing ducts shall contain either quick lime (calcium oxide) or slaked lime (calcium hydroxide) in the amount of 0.01-kg/L. Compressed air used to blow out ducts shall be oil free.
- When prestressing steel for post-tensioning is installed in the ducts after completion of concrete curing, and if stressing and grouting are completed within 10 days after the installation of the prestressing steel, rust which may form during those 10 days will not be cause for rejection of the steel. Prestressing steel installed, tensioned, and grouted in this manner, all within 10 days, will not require the use of a corrosion inhibitor in the duct following installation of the prestressing steel. Prestressing steel installed as above but not grouted within 10 days shall be subject to all the requirements in this section pertaining to corrosion protection and rejection because of rust. The requirements in this section pertaining to tensioning and grouting within 10 days shall not apply to epoxy-coated prestressing steel strand.
- Any time prestressing steel for pretensioning is placed in the stressing bed and is exposed to the elements for more than 36 hours prior to encasement in concrete, adequate measures shall be taken by the Contractor, as approved by the Engineer, to protect the steel from contamination or corrosion.
- After final fabrication of the seven-wire prestressing steel strand, no electric welding of any form shall be performed on the prestressing steel. Whenever electric welding is performed on or near members containing prestressing steel, the welding ground shall be attached directly to the steel being welded.
- Pretensioned prestressing steel shall be cut off flush with the end of the member. For epoxy-coated prestressing steel, only abrasive saws shall be used to cut the steel. The exposed ends of the prestressing steel and a 25-mm strip of adjoining concrete shall be cleaned and painted. Cleaning shall be by wire brushing or abrasive blast cleaning to remove all dirt and residue on the metal or concrete surfaces. Immediately after cleaning, the surfaces shall be covered with one application of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," except that 2 applications shall be applied to surfaces which will not be covered by concrete or mortar. Aerosol cans shall not be used. The paint shall be thoroughly mixed at the time of application and shall be worked into any voids in the prestressing tendons.

The thirteenth paragraph in Section 50-1.08, "Prestressing," of the Standard Specifications is amended to read:

- Prestressing steel in pretensioned members shall not be cut or released until the concrete in the member has attained a compressive strength of not less than the value shown on the plans or 28 MPa, whichever is greater. In addition to these concrete strength requirements, when epoxy-coated prestressing steel strand is used, the steel shall not be cut or released until the temperature of the concrete surrounding the strand is less than 65°C, and falling.

The fifth paragraph in Section 50-1.10, "Samples for Testing," of the Standard Specifications is amended to read:

- The following samples of materials and tendons, selected by the Engineer from the prestressing steel at the plant or jobsite, shall be furnished by the Contractor to the Engineer well in advance of anticipated use:
 - A. For wire or bars, one 2-m long sample and for strand, one 1.5-m long sample, of each size shall be furnished for each heat or reel.
 - B. For epoxy-coated strand, one 1.5-m long sample of uncoated strand of each size shall be furnished for each reel.
 - C. If the prestressing tendon is a bar, one 2-m long sample shall be furnished and in addition, if couplers are to be used with the bar, two 1.25-m long samples of bar, equipped with one coupler and fabricated to fit the coupler, shall be furnished.

The second paragraph in Section 50-1.11, "Payment," of the Standard Specifications is amended to read:

- The contract lump sum prices paid for prestressing cast-in-place concrete of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing, placing, and tensioning the prestressing steel in cast-in-place concrete structures, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

SECTION 51: CONCRETE STRUCTURES

Issue Date: November 18, 2002

The first and second paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications are amended to read:

- The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use at bridges. For bridges where the height of any portion of the falsework, as measured from the ground line to the soffit of the superstructure, exceeds 4.25 m; or where any individual falsework clear span length exceeds 4.85 m; or where provision for vehicular, pedestrian, or railroad traffic through the falsework is made; the drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. Six sets of the working drawings and 2 copies of the design calculations shall be furnished. Additional working drawings and design calculations shall be submitted to the Engineer when specified in "Railroad Relations and Insurance" of the special provisions.

- The falsework drawings shall include details of the falsework erection and removal operations showing the methods and sequences of erection and removal and the equipment to be used. The details of the falsework erection and removal operations shall demonstrate the stability of all or any portions of the falsework during all stages of the erection and removal operations.

The seventh paragraph in Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended to read:

- In the event that several falsework plans are submitted simultaneously, or an additional plan is submitted for review before the review of a previously submitted plan has been completed, the Contractor shall designate the sequence in which the plans are to be reviewed. In such event, the time to be provided for the review of any plan in the sequence shall be not less than the review time specified above for that plan, plus 2 weeks for each plan of higher priority which is still under review. A falsework plan submittal shall consist of plans for a single bridge or portion thereof. For multi-frame bridges, each frame shall require a separate falsework plan submittal.

Section 51-1.06A, "Falsework Design and Drawings," of the Standard Specifications is amended by adding the following paragraphs:

- If structural composite lumber is proposed for use, the falsework drawings shall clearly identify the structural composite lumber members by grade (E value), species, and type. The Contractor shall provide technical data from the manufacturer showing the tabulated working stress values of the composite lumber. The Contractor shall furnish a certificate of compliance as specified in Section 6-1.07, "Certificates of Compliance," for each delivery of structural composite lumber to the project site.

- For falsework piles with a calculated loading capacity greater than 900 kN, the falsework piles shall be designed by an engineer who is registered as either a Civil Engineer or a Geotechnical Engineer in the State of California, and the calculations shall be submitted to the Engineer.

The first paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- The design load for falsework shall consist of the sum of dead and live vertical loads, and an assumed horizontal load. The minimum total design load for any falsework, including members that support walkways, shall be not less than 4800 N/m² for the combined live and dead load regardless of slab thickness.

The eighth paragraph in Section 51-1.06A(1), "Design Loads," of the Standard Specifications is amended to read:

- In addition to the minimum requirements specified in this Section 51-1.06A, falsework for box girder structures with internal falsework bracing systems using flexible members capable of withstanding tensile forces only, shall be designed to include the vertical effects caused by the elongation of the flexible member and the design horizontal load combined with the dead and live loads imposed by concrete placement for the girder stems and connected bottom slabs. Falsework comprised of individual steel towers with bracing systems using flexible members capable of withstanding tensile forces only to resist overturning, shall be exempt from these additional requirements.

The third paragraph in Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended to read:

- When falsework is supported on piles, the piles shall be driven and the actual bearing value assessed in conformance with the provisions in Section 49, "Piling."

Section 51-1.06B, "Falsework Construction," of the Standard Specifications is amended by adding the following paragraphs:

- For falsework piles with a calculated loading capacity greater than 900 kN, the Contractor shall conduct dynamic monitoring of pile driving and conduct penetration and bearing analyses based on a wave equation analysis. These analyses shall be signed by an engineer who is registered as a Civil Engineer in the State of California and submitted to the Engineer prior to completion of falsework erection.
- Prior to the placement of falsework members above the stringers, the final bracing system for the falsework shall be installed.

Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended by adding the following paragraph:

- The falsework removal operation shall be conducted in such a manner that any portion of the falsework not yet removed remains in a stable condition at all times.

The sixth paragraph in Section 51-1.09, "Placing Concrete," of the Standard Specifications is amended to read:

- Vibrators used to consolidate concrete containing epoxy-coated bar reinforcement or epoxy-coated prestressing steel shall have a resilient covering to prevent damage to the epoxy-coating on the reinforcement or prestressing steel.

The table in the ninth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications is amended to read:

Tensile strength, percent	-15
Elongation at break, percent	-40; but not less than 300% total elongation of the material
Hardness, points	+10

The first sentence of the fourth paragraph in Section 51-1.17, "Finish Bridge Decks," of the Standard Specifications is amended to read:

- The smoothness of completed roadway surfaces of structures, approach slabs and the adjacent 15 m of approach pavement, and the top surfaces of concrete decks which are to be covered with another material, will be tested by the Engineer with a bridge profilograph in conformance with the requirements in California Test 547 and the requirements herein.

Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended by deleting the seventh, thirteenth and fourteenth paragraphs.

The fourteenth paragraph in Section 51-1.23, "Payment," of the Standard Specifications is amended by deleting "and injecting epoxy in cracks".

SECTION 52: REINFORCEMENT

Issue Date: December 31, 2001

The third paragraph in Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement." The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph in Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (μm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph in Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lackshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

SECTION 55: STEEL STRUCTURES

Issue Date: December 31, 2001

Section 55-3.14, "Bolted Connections," of the Standard Specifications is amended by adding the following after the ninth paragraph:

- If a torque multiplier is used in conjunction with a calibrated wrench as a method for tightening fastener assemblies to the required tension, both the multiplier and the wrench shall be calibrated together as a system. The same length input and output sockets and extensions that will be used in the work shall also be included in the calibration of the system. The manufacturer's torque multiplication ratio shall be adjusted during calibration of the system, such that when this adjusted ratio is multiplied by the actual input calibrated wrench reading, the product is a calculated output torque that is within 2 percent of the true output torque. When this system is used in the work to perform any installation tension testing, rotational capacity testing, fastener tightening, or tension verification, it shall be used, intact as calibrated.

The sixth paragraph of Section 55-4.02, "Payment," of the Standard Specifications is amended to read:

- If a portion or all of the structural steel is fabricated more than 480 air line kilometers from both Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in these expenses, it is agreed that payment to the Contractor for furnishing the structural steel from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000 or by an amount computed at \$0.044 per kilogram of structural steel fabricated, whichever is greater, or in the case of each fabrication site located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced \$8000 or by \$0.079 per kilogram of structural steel fabricated, whichever is greater.

SECTION 56: SIGNS

Issue Date: December 31, 2001

Contract No. 04-1S0304

Section 56-1.01, "Description," of the Standard Specifications is amended by deleting the third paragraph.

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer, and direct tension indicator shall be used.
- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.
- Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

SECTION 59: PAINTING

Issue Date: December 31, 2001

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraphs after the first paragraph:

- Unless otherwise specified, no painting Contractors or subcontractors will be permitted to commence work without having the following current "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council) certifications in good standing:
 - A. For cleaning and painting structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors (Field Application to Complex Industrial Structures)" (SSPC-QP 1).
 - B. For removing paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating Painting Contractors (Field Removal of Hazardous Coatings from Complex Structures)" (SSPC-QP 2).
 - C. For cleaning and painting structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Applicators" (SSPC-QP 3). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 μ m as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

SECTION 75: MISCELLANEOUS METAL

Issue Date: December 31, 2001

The table in the tenth paragraph of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications is amended to read:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

* Zinc-coated nuts that will be tightened beyond snug or wrench tight shall

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be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

The table in the eighteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Sustained Tension Test Load (kilonewtons)
29.01-33.00	137.9
23.01-29.00	79.6
21.01-23.00	64.1
* 18.01-21.00	22.2
15.01-18.00	18.2
12.01-15.00	14.2
9.01-12.00	9.34
6.00-9.00	4.23

* Maximum stud diameter permitted for mechanical expansion anchors.

The table in the nineteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Ultimate Tensile Load (kilonewtons)
30.01-33.00	112.1
27.01-30.00	88.1
23.01-27.00	71.2
20.01-23.00	51.6
16.01-20.00	32.0
14.01-16.00	29.4
12.00-14.00	18.7

The table in the twenty-second paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Installation Torque Values, (newton meters)			
Stud Diameter (millimeters)	Shell Type Mechanical Expansion Anchors	Integral Stud Type Mechanical Expansion Anchors	Resin Capsule Anchors and Cast-in-Place Inserts
29.01-33.00	—	—	540
23.01-29.00	—	—	315
21.01-23.00	—	—	235
18.01-21.00	110	235	200
15.01-18.00	45	120	100
12.01-15.00	30	65	40
9.01-12.00	15	35	24
6.00-9.00	5	10	—

SECTION 83: RAILINGS AND BARRIERS

Issue Date: June 13, 2002

The ninth paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

The eleventh paragraph in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications is amended to read:

- Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m³, and need not be incised.

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: February 28, 2002

The seventh paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Forms shall be true to line and grade. Tops of foundations for posts and standards, except special foundations, shall be finished to curb or sidewalk grade or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position and to proper height, and anchor bolts shall be held in place by means of rigid templates. Anchor bolts shall not be installed more than 1:40 from vertical.

The twelfth paragraph of Section 86-2.03, "Foundations," of the Standard Specifications is amended to read:

- Plumbing of the standards shall be accomplished by adjusting the leveling nuts before placing the mortar or before the foundation is finished to final grade. Shims, or other similar devices shall not be used for plumbing or raking of posts, standards or pedestals. After final adjustments of both top nuts and leveling nuts on anchorage assemblies have been made, firm contact shall exist between all bearing surfaces of the anchor bolt nuts, washers, and the base plate.

Section 86-8.01, "Payment," of the Standard Specifications is amended to read by adding the following paragraph after the first paragraph:

- If a portion or all of the traffic signal and lighting standards, pursuant to Standard Specification Section 86, "Signals, Lighting and Electrical Systems," are fabricated more than 480 air line kilometers from both-Sacramento and Los Angeles, additional shop inspection expenses will be sustained by the State. Whereas it is and will be impracticable and extremely difficult to ascertain and determine the actual increase in such expenses, it is agreed that payment to the Contractor for furnishing such items from each fabrication site located more than 480 air line kilometers from both Sacramento and Los Angeles will be reduced \$5000; in addition, in the case where a fabrication site is located more than 4800 air line kilometers from both Sacramento and Los Angeles, payment will be reduced an additional \$3000 per each fabrication site (\$8000 total per site).

SECTION 88: ENGINEERING FABRIC

Issue Date: January 15, 2002

Section 88-1.02, "Pavement Reinforcing Fabric," of the Standard Specifications is amended to read:

- Pavement reinforcing fabric shall be 100 percent polypropylene staple fiber fabric material, needle-punched, thermally bonded on one side, and conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 5261	140
Grab tensile strength (25-mm grip), kilonewtons, min. in each direction ASTM Designation: D 4632	0.45
Elongation at break, percent min. ASTM Designation: D 4632	50
Asphalt retention by fabric, grams per square meter. (Residual Minimum) ASTM Designation: D 6140	900

Note: Weight, grab, elongation and asphalt retention are based on Minimum Average Roll Value (MARV)

SECTION 90: PORTLAND CEMENT CONCRETE

Issue Date: March 12, 2002

Section 90, "Portland Cement Concrete," of the Standard Specifications is amended to read:

SECTION 90: PORTLAND CEMENT CONCRETE

90-1 GENERAL

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete. Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.
- Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:
 - "Type IP (MS) Modified" cement; or
 - A combination of "Type II Modified" portland cement and mineral admixture; or
 - A combination of Type V portland cement and mineral admixture.
- Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
 - Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.

- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m ³)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete has a cementitious material, portland cement, or mineral admixture content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cementitious material, portland cement, or mineral admixture that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

90-2 MATERIALS

90-2.01 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.
- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:
 - A. The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114;

- B. The autoclave expansion shall not exceed 0.50 percent; and
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150 and the additional requirements listed above for "Type II Modified" portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.

- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.

- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.

- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

- Natural aggregates shall be thoroughly and uniformly washed before use.

- The Contractor, at the Contractor's expense, shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f , of the fine aggregate is 60, or greater, when tested for durability in conformance with California Test 229.

- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs shall be in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

- No single Cleanness Value, Sand Equivalent or aggregate grading test shall represent more than 250 m³ of concrete or one day's pour, whichever is smaller.
- Aggregates specified for freeze-thaw resistance shall pass the freezing and thawing test, California Test 528.
- The Contractor shall notify the Engineer of the proposed source of freeze-thaw resistant concrete aggregates at least 4 months before intended use. Should the Contractor later propose a different source of concrete aggregates, the Contractor shall again notify the Engineer at least 4 months before intended use. Blending of fine or coarse aggregates from untested sources with acceptable aggregates will not be permitted. Provisions for the time of submission of samples as provided in Section 40-1.015, "Cement Content," are superseded by the foregoing.
- Concurrently with notification of proposed sources of freeze-thaw resistant concrete aggregates, the Contractor shall furnish samples in the quantity ordered by the Engineer. The samples shall be secured under the direct supervision of the Engineer. Samples from existing stockpiles of processed aggregate shall be taken from washed materials and shall be visibly damp. Samples from materials in place in a material source shall be taken at depths from the existing surface that will ensure the presence of the full quantity of ground water. Excavations for the purpose of securing samples shall be made to the full depth of intended source operations. Samples shall be protected against loss of contained water until they are delivered to the Engineer.
- The Engineer will waive the above freeze-thaw test and the 4-month advance notice, required in this Section, provided aggregates are to be obtained from sources that have previously passed this test and test results are currently applicable.
- No extension of contract time will be allowed for the time required to perform the freezing and thawing test.
- When the source of an aggregate is changed, except for pavement concrete, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates. When the source of an aggregate is changed for pavement concrete, the Engineer shall be allowed sufficient time to adjust the mix, and the aggregates shall not be used until necessary adjustments are made.

90-2.02A Coarse Aggregate

- Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.
- Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

- In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

1. coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested by California Test 227; and
2. prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.02B Fine Aggregate

- Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.
- Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory ^a
Mortar Strengths Relative to Ottawa Sand	515	95%, min.

Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

a Fine aggregate developing a color darker than the reference standard color solution may be accepted if it is determined by the Engineer, from mortar strength tests, that a darker color is acceptable.

- In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71 minimum and a Sand Equivalent "Contract Compliance" limit of 68 minimum will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

- In non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO₄, when tested in conformance with California Test 417.

- In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

- Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na₂O + 0.658 K₂O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:

- Chemical Admixtures—ASTM Designation: C 494.
- Air-entraining Admixtures—ASTM Designation: C 260.
- Calcium Chloride—ASTM Designation: D 98.
- Mineral Admixtures—Coal fly ash; raw or calcined natural pozzolan as specified in ASTM Designation: C618; silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

- Unless otherwise specified in the special provisions, mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

90-3 AGGREGATE GRADINGS

90-3.01 GENERAL

- Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

- The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

- Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
37.5-mm x 19-mm	25-mm	19 - 41
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85
Fine Aggregate	1.18-mm	55 - 75
Fine Aggregate	600-μm	34 - 46
Fine Aggregate	300-μm	16 - 29

- Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

90-3.02 COARSE AGGREGATE GRADING

- The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	37.5-mm x 19-mm		25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	—	—	—	—	—	—
37.5-mm	88-100	85-100	100	100	—	—	—	—
25-mm	x ± 18	X ± 25	88-100	86-100	—	—	—	—
19-mm	0-17	0-20	X ± 15	X ± 22	100	100	—	—
12.5-mm	—	—	—	—	82-100	80-100	100	100
9.5-mm	0-7	0-9	X ± 15	X ± 22	X ± 15	X ± 22	X ± 15	X ± 20
4.75-mm	—	—	0-16	0-18	0-15	0-18	0-25	0-28
2.36-mm	—	—	0-6	0-7	0-6	0-7	0-6	0-7

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

- Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

- When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.

90-3.03 FINE AGGREGATE GRADING

- Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	0-8	0-10

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the 1.18-mm sieve and the total percentage passing the 600-µm sieve shall be between 10 and 40, and the difference between the percentage passing the 600-µm and 300-µm sieves shall be between 10 and 40.
- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."
- The combined aggregate grading used in portland cement concrete pavement shall be the 37.5-mm, maximum grading.
- The combined aggregate grading used in concrete for structures and other concrete items, except when specified otherwise in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Sieve Sizes	Grading Limits of Combined Aggregates			
	Percentage Passing			
	37.5-mm Max.	25-mm Max.	12.5-mm Max.	9.5-mm Max.
50-mm	100	—	—	—
37.5-mm	90-100	100	—	—
25-mm	50-86	90-100	—	—
19-mm	45-75	55-100	100	—
12.5-mm	—	—	90-100	100
9.5-mm	38-55	45-75	55-86	50 - 100
4.75-mm	30-45	35-60	45-63	45 - 63
2.36-mm	23-38	27-45	35-49	35 - 49
1.18-mm	17-33	20-35	25-37	25 - 37
600-µm	10-22	12-25	15-25	15 - 25
300-µm	4-10	5-15	5-15	5 - 15
150-µm	1-6	1-8	1-8	1 - 8
75-µm	0-3	0-4	0-4	0 - 4

- Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

90-4 ADMIXTURES

90-4.01 GENERAL

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.
- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.
- Calcium chloride shall not be used in concrete containing steel reinforcement or other embedded metals.
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.
- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.
- If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

90-4.02 MATERIALS

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

90-4.03 ADMIXTURE APPROVAL

- No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.
- Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.
- When the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.
- If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE

- When the use of a chemical admixture or calcium chloride is specified or ordered by the Engineer, the admixture shall be used at the dosage specified or ordered, except that if no dosage is specified or ordered, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.
- Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:
 - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; and
 - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

- Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 618.

- The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content;
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix;
 2. When the calcium oxide content of a mineral admixture is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix;
 3. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

90-4.09 BLANK

90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

- Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within ± 5 percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

- Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.
- If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix.
- When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.
- Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.
- Liquid admixtures requiring dosages greater than 2.5 L/m³ shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."
- Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When concrete is completely mixed in stationary paving mixers, the mineral admixture shall be weighed in a separate weigh hopper conforming to the provisions for cement weigh hoppers and charging and discharging mechanisms in Section 90-5.03A, "Proportioning for Pavement," and the mineral admixture and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the mineral admixture is not weighed in a separate weigh hopper, the Contractor shall provide certification that the stationary mixer is capable of mixing the cement, admixture, aggregates and water uniformly prior to discharge. Certification shall contain the following:
 - A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;"
 - B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
 - C. The mixer rotation speed and time of mixing prior to discharge that are required to produce a mix that meets the requirements above.

90-5 PROPORTIONING

90-5.01 STORAGE OF AGGREGATES

- Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and also that the various sizes shall not become intermixed before proportioning.
- Aggregates shall be stored or stockpiled and handled in a manner that shall prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

- In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

90-5.02 PROPORTIONING DEVICES

- Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to ensure their accuracy.

- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.

- The mass indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses; and
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5-kg graduations.

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk "Type IP (MS) Modified" cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.
- Bulk cement and mineral admixture may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.
- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.
- The scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:
 - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
 - B. Single box and scale indicator for all aggregates.
 - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

90-5.03A Proportioning for Pavement

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to these specifications.
- The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- When interlocks are required for cement and mineral admixture charging mechanisms and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture, or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25 m³ may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."
- Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.
- Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.
- When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

Average Slump	Maximum Permissible Difference
Less than 100-mm	25-mm
100-mm to 150-mm	38-mm
Greater than 150-mm to 225-mm	50-mm

- The Contractor, at the Contractor's expense, shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

90-6.02 MACHINE MIXING

- Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.
- The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.
- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one - fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.
- Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.
- The size of batch shall not exceed the manufacturer's guaranteed capacity.
- When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at jobsite batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.
- Concrete shall be mixed and delivered to the jobsite by means of one of the following combinations of operations:
 - A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in non-agitating hauling equipment (central-mixed concrete).
 - B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
 - C. Mixed completely in a truck mixer (transit-mixed concrete).
 - D. Mixed completely in a paving mixer.

- Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.
- Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.
- When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed shall be allowed for partial mixing in a central plant.

90-6.03 TRANSPORTING MIXED CONCRETE

- Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."
- Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.
- Bodies of non-agitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.
- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.
- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.
- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.
- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the jobsite shall be accompanied by a weighmaster certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating load number that is unique to the contract and delivered to the jobsite with the load.
- Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

90-6.04 TIME OR AMOUNT OF MIXING

- Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

- The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.
- The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches of not more than 0.25 m³ and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

90-6.06 AMOUNT OF WATER AND PENETRATION

- The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the "Nominal" values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. When Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (mm)
Concrete Pavement	0-25	—	40	—
Non-reinforced concrete facilities	0-35	—	50	—
Reinforced concrete structures				
Sections over 300-mm thick	0-35	—	65	—
Sections 300-mm thick or less	0-50	—	75	—
Concrete placed under water	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

- The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.
- The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.
- Where there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.
- The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

90-7 CURING CONCRETE

90-7.01 METHODS OF CURING

- Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

90-7.01A Water Method

- The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.
- When a curing medium consisting of cotton mats, rugs, carpets, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.
- When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified in the preceding paragraph, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

90-7.01B Curing Compound Method

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.
- Curing compounds to be used shall be as follows:
 1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
 2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
 3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
 4. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
 5. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
 6. Non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.
- The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.
- The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m² in 24 hours or more than 0.45-kg/m² in 72 hours.
- The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.
- When the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.
- Curing compound shall be applied at a nominal rate of 3.7 m²/L, unless otherwise specified.
- At any point, the application rate shall be within ± 1.2 m²/L of the nominal rate specified, and the average application rate shall be within ± 0.5 m²/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.
- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.
- The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.
- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.
- Agitation shall not introduce air or other foreign substance into the curing compound.

- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.
- Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.
- The curing compound shall be packaged in clean 210-L barrels or round 19-L containers or shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 210-L barrels shall have removable lids and airtight fasteners. The 19-L containers shall be round and have standard full open head and bail. Lids with bungholes shall not be permitted. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.
- Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.
- Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State of California.
- Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State of California.
- When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.
- Curing compound will be sampled by the Engineer at the source of supply or at the jobsite or at both locations.
- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.
- Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

90-7.01C Waterproof Membrane Method

- The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.
- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.
- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.
- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.
- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.
- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

90-7.01D Forms-In-Place Method

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.
- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

90-7.02 CURING PAVEMENT

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.

- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."

- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 15°C, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

90-7.03 CURING STRUCTURES

- Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

- The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

- The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

- Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

- When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

90-7.04 CURING PRECAST CONCRETE MEMBERS

- Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:

- A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.
- B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control

cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.

- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 60 m of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 15°C until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

- Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles with a class designation ending in C (corrosion resistant) shall be cured as follows:

- A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
- B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

90-7.06 CURING SLOPE PROTECTION

- Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," or with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

90-7.07 CURING MISCELLANEOUS CONCRETE WORK

- Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."
- Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Shotcrete shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."
- Mortar and grout shall be cured by keeping the surface damp for 3 days.
- After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

90-8 PROTECTING CONCRETE

90-8.01 GENERAL

- In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8.
- Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.
- Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.
- Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

90-8.02 PROTECTING CONCRETE STRUCTURES

- Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

90-8.03 PROTECTING CONCRETE PAVEMENT

- Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

- Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.

- When ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work." Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 3.8 MPa. The modulus of rupture will be determined by California Test 523.

- No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa within 10 days shall not be opened to traffic until directed by the Engineer.

- Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."

- When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 2.4 MPa has been attained, provided that:

- A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
- B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
- C. No part of the track shall be closer than 0.3-m from the edge of pavement.

- In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.

- Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor at the Contractor's expense.

- The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

- Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

- The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

- No single compressive strength test shall represent more than 250 m³.

- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

- When concrete is specified by compressive strength, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

- Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

- Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

- The certified test data and trial batch test reports shall include the following information:

- A. Date of mixing.

- B. Mixing equipment and procedures used.
- C. The size of batch in cubic meters and the mass, type, and source of all ingredients used.
- D. Penetration of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
 - After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.
 - The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
 - When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

90-10 MINOR CONCRETE

90-10.01 GENERAL

- Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.
- The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

90-10.02 MATERIALS

- Minor concrete shall conform to the following requirements:

90-10.02A Cementitious Material

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description."

90-10.02B Aggregate

- Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.
- The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.
 - The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5 mm or smaller than 19 mm.
 - The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

90-10.02C Water

- Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

90-10.02D Admixtures

- The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

90-10.03 PRODUCTION

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized

standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

- Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

90-10.04 CURING MINOR CONCRETE

- Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

90-10.05 PROTECTING MINOR CONCRETE

- Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 4°C for 72 hours after placing.

90-10.06 MEASUREMENT AND PAYMENT

- Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

90-11 MEASUREMENT AND PAYMENT

90-11.01 MEASUREMENT

- Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

- When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

90-11.02 PAYMENT

- Portland cement concrete will be paid for in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

- Full compensation for furnishing and incorporating admixtures required by these specifications or the special provisions will be considered as included in the contract prices paid for the concrete involved and no additional compensation will be allowed therefor.

- Should the Engineer order the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them into the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

END OF AMENDMENTS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, Ca 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by the California Unified Certification Program (CUCP). It is the contractor's responsibility to confirm that the firm is DBE certified as of the date of bid opening. Listings of DBEs certified by the CUCP are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
 - 2. The Department's web site at <http://www.dot.ca.gov/hq/bep>.
 - 3. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.
- G. Credit for materials or supplies purchased from DBEs will be as follows:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.

3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.

J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 16 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

<p>Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:</p> <p>Triaxial Management Services, Inc. - Oakland</p> <p>1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone: (510) 286-1313 FAX No.: (510) 286-6792</p>	<p>Districts 08 and 11:</p> <p>Padilla & Associates - San Diego</p> <p>2725 Congress Street, Suite 1D San Diego, CA 92110 Telephone: (619) 725-0843 FAX No.: (619) 725-0854</p>
<p>Districts 07, 08, and 12; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:</p>	<p>Districts 01, 02, 03 and 09:</p>

Padilla & Associates
- Los Angeles

5675 East Telegraph Rd., Suite A-260
Los Angeles, CA 90040
Telephone: (323) 728-8847
FAX No.: (323) 728-8867

Triaxial Management Services, Inc.
- Sacramento

930 Alhambra Blvd., #205
Sacramento, CA 95816
Telephone: (916) 553-4172
FAX No.: (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. The award, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Department so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation MS 43, Attn: Office Engineer, 1727 30th Street, Sacramento, CA 95816.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **75 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$750 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of

Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.013 LINES AND GRADES

Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks will be set by the Engineer in conformance with the requirements in Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean Division of Engineering Services - Materials Engineering and Testing Services and Division of Engineering Services - Geotechnical Services of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean Division of Engineering Services - Materials Engineering and Testing Services and Division of Engineering Services - Geotechnical Services, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.017 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.019 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a written cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the Department and other agencies.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the State by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions regarding the working days.

If a cost reduction proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.022 PAYMENT OF WITHHELD FUNDS

Payment of withheld funds shall conform to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these special provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.031 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the board of review designated by the District Director to review claims that remain in dispute will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the board of review meeting shall be mandatory.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at the District Director's board of review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District claim position letter, or to attend the District Director's board of review meeting shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall be a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 TESTING

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions.

Whenever the provisions of Section 6-3.01, "General," of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.103 RECORDS

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.

- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.10 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.11 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Clearing and Grubbing \$5000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Piling
- B. Timber Lagging

5-1.12 PARK SERVICE REGULATIONS

Portions of this project are located within the limits of Golden Gate National Recreation Area Park. The work shall be performed in conformance with Federal laws and with the regulations of the Department of Parks and Recreation governing preservation of natural features of parks and improvements therein.

Trees and other natural features within the park area shall be protected and safeguarded.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.13 ENVIRONMENTALLY SENSITIVE AREA

Attention is directed to the designated Environmentally Sensitive Areas (ESAs) shown on the plans. The exact location

of the boundaries of ESAs will be determined by the Engineer and shall be clearly delineated by the placement of temporary fence (Type ESA) or placement of temporary perimeter barrier as specified in these special provisions.

Vehicle access, storage or transport of materials or equipment, or other project related activities are prohibited within the boundaries of ESAs.

The Contractor shall repair, or perform work to mitigate, damage or impacts to ESAs caused by the Contractor's operations, at the Contractor's expense. If the Engineer determines repairs or mitigation work will be performed by others, or if mitigation fees are assessed the Department, deductions from moneys due or to become due the Contractor will be made for the repair or mitigation costs.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT

ASTM Designation: A 82

Contract No. 04-1S0304

METRIC SIZE SHOWN ON THE PLANS mm ²	SIZE TO BE SUBSTITUTED inch ² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER ¹ SHOWN ON THE PLANS	BAR DESIGNATION NUMBER ² TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16

10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

SUBSTITUTION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18

1.04	0.041	19
0.89	0.035	20

SUBSTITUTION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	NOMINAL SIZE TO BE SUBSTITUTED inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

**SUBSTITUTION TABLE FOR IRRIGATION
COMPONENTS**

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10

300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Apex, Model 921AR (100 mm x 100 mm)
- B. Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
- C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
- D. 3M Series 290 (89 mm x 100 mm)
- E. 3M Series 290 PSA, with pressure sensitive adhesive pad (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

- A. Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
- B. Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)*
- C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective, 100 mm Round

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
- H. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- I. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
- J. Road Creations, Model RCB4NR (Acrylic)
- K. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
- L. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"
- F. Trelleborg Industri, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industri, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"

Ceramic Surfacing Laminate, 150 mm x 150 mm

- A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Type, 1700 mm

- A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
- B. Carsonite, "Survivor" (with 450 mm U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
- F. Impact Recovery Model D36, with #105 Driveable Base
- G. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- H. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Type, 1200 mm

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM
- D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
- E. Three D Traffic Works "Channelflex" Part No. 522248W

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flexi-Guide Models FG300LD and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
- I. Repo, Models 300 and 400
- J. Safe-Hit, Guide Post, Model SH236SMA
- K. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- L. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- M. Three D Traffic Works "Channelflex" Part No. 522053W

Lane Separation System

- A. Bunzl "Flexi-Guide (FG) 300 Curb System"
- B. Qwick Kurb, "Klemmfix Guide System"
- C. Recycled Technology, Inc. "Safe-Lane System"

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Bunzl, Model FG318PE
- B. Carsonite, Model SMD 615
- C. FlexStake, Model 701 KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Model SH718SMA
- F. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600 mm

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- G. The Line Connection, Model DP21-4Q
- H. Three D Traffic Works "Q" Marker, Part No. 531702W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
- F. Sun-Lab Technology, "Safety Guide Light Model TM-5"
- G. Three D Traffic Works "Roadguide" TD9000 Series

Non-Impactable Type

- A. ARTUK, JD Series
- B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
- C. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
- B. Duraflex Corp., "Railrider"

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM16," (75 mm x 300 mm)
- D. Three D Traffic Works "Roadguide" TD9416 Series

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Bunzl Extrusion, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," (75 mm x 300 mm)

GUARD RAILING DELINEATOR

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD
- G. Three D Traffic Works "Guardflex" TD5100 Series

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
- B. Avery Dennison WR-6100 Series
- C. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- D. Reflexite, PC-1000 Metalized Polycarbonate
- E. Reflexite, AC-1000 Acrylic
- F. Reflexite, AP-1000 Metalized Polyester
- G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- H. 3M, High Intensity

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840

Barrels and Drums

- A. Avery Dennison WR-6100
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

- A. Avery Dennison, T-5500 Series
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II
- C. 3M Series 3870

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)
- B. Nippon Carbide, Crystal Grade, 94000 Series

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

- A. Avery Dennison, WU-6014 (Fluorescent orange)
- B. Novabrite LLC, "Econobrite"
- B. Reflexite "Vinyl" (Orange)

- C. Reflexite "SuperBright" (Fluorescent orange)
- D. Reflexite "Marathon" (Fluorescent orange)
- E. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-7500 Series

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M VIP Series 3990 Diamond Grade

SPECIALTY SIGNS

- A. All Sign Products, STOP Sign (All Plastic), 750 mm
- B. Relexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

- A. Fiber-Brite
- B. Sequentia, "Polyplate"
- C. Inteplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)

Aluminum Composite

- A. Alcan Composites "Dibond Material, 2 mm"
- B. Mitsubishi Chemical America, Alpolic 350

8-1.02 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Marker panels, including reflectors, for , Type Project markers.

The Contractor shall notify the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

8-1.03 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

The requirement that ultraviolet (UV) treated fabrics be submitted to the Transportation Laboratory at least 45 days prior to use shall not apply.

SECTION 8-2. CONCRETE

8-2.04 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2.01, "Portland Cement," of the Standard Specifications shall mean Section 90-2.01, "Cement," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-2, "Roadside Signs," of the Standard Specifications.

The requirements of Section 90-4.08, "Required Use of Mineral Admixture," of the Standard Specifications shall not apply to Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced

amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass, and any of the aggregates used are not listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
 - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by mass and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
 - 5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these special provisions, then the amount of mineral admixture shall not be less than 7 percent by mass of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," of the Standard Specifications specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

The Contractor will be permitted to use Type III portland cement for concrete used in the manufacture of precast concrete members.

SECTION 8-3. WELDING

SECTION 8-3. (BLANK)

8-3.01 WELDING

GENERAL

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans, or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2000
D1.4	1998
D1.5	1995
D1.5 (metric only)	1996

Requirements of the AWS welding codes shall apply unless specified otherwise in the Standard Specifications, on the plans, or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or ANSI/AASHTO/AWS.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing of each weld joint prior to welding, during welding, and after welding as specified in this section and as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) certified as an NDT Level II, or 2) Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved welding procedure specification (WPS) are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 9.21. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications, or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work but shall be at the Contractor's expense.

Required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on the shop floor or project site when any welding operation is being performed, and (2) having a QC Inspector within such close proximity of all welding operations so that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of all joint preparations, assembly practices, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed. The QC Inspector shall confirm and document compliance with the requirements of the AWS code criteria and the requirements of these special provisions on all weld joints before welding, during welding, and after the completion of each weld.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included

in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Environmentally Sensitive Area" and "Temporary Fence (Type ESA)" of these special provisions. Prior to beginning work, the boundaries of the Environmentally Sensitive Areas (ESA) shall be clearly

delineated in the field. The boundaries shall be delineated by the installation of temporary fence (Type ESA).

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Water Pollution Control Program prior to performing work having potential to cause water pollution. Installation of "Temporary Drain Inlet Protection" shall be completed prior to the commencement of any work on site.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

Within 5 days after the contract has been approved, , the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Fiber Rolls" of these special provisions regarding the installation of fiber rolls prior to the start of erosion control (Type D) work.

Temporary silt fence is intended to be used following the installation of Temporary Perimeter Barrier. Once sidecast material has been deposited such that no further containment will occur, temporary silt fence, shall be deployed to contain sediment in runoff, if required by the Engineer.

10-1.02 MATERIAL CONTAINING AERIALY DEPOSITED LEAD

This work shall consist of handling material contaminated by aerially deposited lead in conformance with the Standard Specifications and these special provisions.

Aerially deposited lead is typically found within the top 0.6-m of material in unpaved areas within the highway right of way. Levels of lead found near the project limits range from less than 10 to 350 mg/kg total lead as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series.

After the Contractor has completed handling materials containing aerially deposited lead, in conformance with the plans, Standard Specifications, and these special provisions, the Contractor shall have no responsibility for such materials in place and shall not be obligated for further cleanup, removal, or remedial actions for such materials.

Handling material containing aerially deposited lead shall be in conformance with rules and regulations including, but not limited to, those of the following agencies:

California Division of Occupational Safety and Health Administration (Cal-OSHA)
California Regional Water Quality Control Board, Region 2

Full compensation for conforming to the requirements of this section, except for the Lead Compliance Plan, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

LEAD COMPLIANCE PLAN

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling material containing aerially deposited lead. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning work in areas containing aerially deposited lead.

Prior to performing work in areas containing lead, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor, that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities, required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 2.

The contract lump sum price paid for Lead Compliance Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personal protective equipment, training and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SOIL HANDLING

Handling of materials containing aerially deposited lead shall result in no visible dust migration. The Contractor shall have a means of dust control available at all times while handling material in work areas containing aerially deposited lead.

The Contractor shall separate material from vegetation and the soils shall remain on site. This will not be required for vegetation removal performed during plant establishment.

Surplus material excavated from areas containing aerially deposited lead shall remain in the area of soil disturbance. The surplus soil shall not be disposed of outside the highway right of way.

Full compensation for handling material contaminated with aerially deposited lead, except as otherwise provided, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.03 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual," and collectively, as the "Manuals." Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Manuals, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds, and it is subsequently determined that the State is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Water Pollution Control Program (WPCP) is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, and these special provisions. Upon the Engineer's approval of the WPCP, the WPCP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the WPCP has been approved by the Engineer. Approval shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments, and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The Contractor shall assure that the Water Pollution Managers have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices.

Within 10 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft WPCP to the Engineer. The Engineer will have 10 working days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 10 working days of receipt of the Engineer's comments. The Engineer will have 5 working days to review the revisions. Upon the Engineer's approval of the WPCP, 4 approved copies of the WPCP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The WPCP shall incorporate water pollution control practices in the following categories:

- A. Soil stabilization.
- B. Sediment control.
- C. Wind erosion control.
- D. Tracking control.
- E. Non-storm water management.
- F. Waste management and materials pollution control.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the BMP checklists for each of the six categories presented in Section 3 of the Preparation Manual and shall incorporate the completed checklists and water pollution control practices into Sections 30.1, 30.2, and 30.3 of the WPCP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the BMP checklists and "Project-Specific Minimum Requirements" identified in the Water Pollution Control Cost Break-Down of this section.

The following contract items of work shall be incorporated into the WPCP as "Temporary Water Pollution Control Practices": Temporary Drainage Inlet Protection, Temporary Silt Fence, Temporary Perimeter Barrier. The Contractor's attention is directed to the special provisions provided for Temporary Water Pollution Control Practices.

The following contract items of work, as shown on the project plans or as specified elsewhere in these special provisions, shall be identified in the WPCP as permanent water pollution control practices: Erosion Control (Type D), Erosion Control (Netting) and Drainage Outlet Protection. These permanent water pollution control practices shall be constructed as specified in "Order of Work" of these special provisions, and utilized during the construction period. The Contractor shall maintain and protect the permanent water pollution control practices throughout the duration of the project and shall restore these controls to the lines, grades and condition shown on the plans prior to acceptance of the contract.

The WPCP shall include, but not be limited to, the items described in the Manuals, requirement of National Park Service Permit and, related information contained in the contract documents. The Contractor shall prepare an amendment to the WPCP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate Federal, State or local regulations, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved WPCP. Amendments to the WPCP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the WPCP.

The Contractor shall keep one copy of the approved WPCP and approved amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall include a Water Pollution Control Cost Break-Down in the WPCP which itemizes the contract lump sum for water pollution control work. The Contractor shall use the Water Pollution Control Cost Break-Down provided in this section as the basis for the cost break-down submitted with the WPCP. The Contractor shall use the Water Pollution Control Cost Break-Down to identify items, quantities and values for water pollution control work, excluding Temporary Water Pollution Control Practices for which there is a separate bid item. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted with the WPCP. Partial payment for the item of water pollution control will not be made until the Water Pollution Control Cost Break-Down is approved by the Engineer.

Line items indicated in the Water Pollution Control Cost Break-Down in this section with a specified Estimated Quantity shall be considered a "Project-Specific Minimum Requirement." The Contractor shall incorporate the items with Contractor-designated quantities and values into the Water Pollution Control Cost Break-Down submitted with the WPCP.

Line items indicated in the Water Pollution Control Cost Break-Down in this section without a specified Estimated Quantity shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the Manuals, or for other water pollution control work as identified in the BMP checklists presented in Section 3 of the Preparation Manual. In the Water Pollution Control Cost Break-Down submitted with the WPCP, the Contractor shall list only those water pollution control practices selected for the project, including quantities and values required to complete the work for those items.

The sum of the amounts for the items of work listed in the Water Pollution Control Cost Break-Down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit shall be included in each individual item listed in the cost break-down.

WATER POLLUTION CONTROL COST BREAK-DOWN

Contract No. 1S0304

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
SS-7	Geotextiles, Plastic Covers & Erosion Control Blankets/Mats	M2	670		

ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
NS-2	Dewatering Operations	EA			
NS-3	Paving and Grinding Operations	LS			
NS-6	Illicit Connection/Illegal Discharge Detection and Reporting	LS			
NS-8	Vehicle and Equipment Cleaning	LS			
NS-9	Vehicle and Equipment Fueling	LS			
NS-10	Vehicle and Equipment Maintenance	LS			
WM-1	Material Delivery and Storage	LS			
WM-2	Material Use	LS			
WM-3	Stockpile Management	LS			
WM-4	Spill Prevention and Control	LS			
WM-5	Solid Waste Management	LS			
WM-8	Concrete Waste Management	LS			
WM-9	Sanitary/Septic Waste Management	LS			

TOTAL _____

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the WPCP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved WPCP. No adjustment in compensation will be made for ordered changes to correct WPCP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item which is not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the WPCP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

WPCP IMPLEMENTATION

Unless otherwise specified, upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control

practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Nonactive areas shall be protected as prescribed in the Construction Site BMPs Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

In order to provide effective erosion control, the Contractor may be directed by the Engineer to apply permanent erosion control in small or multiple units. The Contractor's attention is directed to "Erosion Control (Type D)" and "Move-In/Move-Out (Erosion Control)" of these special provisions.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these special provisions shall be provided throughout the rainy season, defined as between October 15 and April 15.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices. The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days prior to the start of the rainy season.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the WPCP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm.
- B. After a precipitation event which causes site runoff.
- C. At 24 hour intervals during extended precipitation events.
- D. Routinely, a minimum of once every two weeks outside of the defined rainy season.
- E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be

submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of first-time non-storm water discharge events. The Contractor shall notify the Engineer of the operations causing non-storm water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

PAYMENT

The contract lump sum price paid for prepare water pollution control program shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the WPCP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for Prepare Water Pollution Control Program will be made as follows:

- A. After the WPCP has been approved by the Engineer, 75 percent of the contract item price for Prepare Water Pollution Control Program will be included in the monthly partial payment estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for Prepare Water Pollution Control Program will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, except those for which there is a contract item of work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Water pollution control practices for which there is a contract item of work will be measured and paid for as that contract item of work.

10-1.04 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed in conformance with the details as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Temporary concrete washout facilities shall be used as one of the various measures to prevent water pollution. The Water Pollution Control Program shall include the use of temporary concrete washout facilities.

MATERIALS

Plastic Liner

Plastic liner shall be single ply, new polyethylene sheeting, a minimum of 0.25-mm thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liner shall not have seams or overlapping joints.

Gravel-filled Bags

Gravel-filled bag fabric shall be non-woven polypropylene geotextile (or comparable polymer), with a minimum unit weight of 235 g/m². The fabric shall have a minimum grab tensile strength of 0.89-kilonewtons in conformance to the requirements in ASTM Designation: D 4632, 25-mm grip, and an ultraviolet (UV) stability of 70 percent tensile strength retained after 500 hours in conformance to the requirements in ASTM Designation: D 4355, xenon arc lamp method.

Gravel-filled bags shall be between 600 mm and 800 mm in length, and between 400 mm and 500 mm in width.

Gravel shall be between 5 mm and 75 mm in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of gravel-filled bags shall be secured such that gravel does not escape. Gravel-filled bags shall be between 13 kg and 22 kg in mass.

Straw Bales

Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Straw bales shall be a minimum of 360 mm in width, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Wire shall be a minimum 1.57 mm (16-gage) baling wire. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.

Stakes

Stakes shall be 50 mm x 50 mm wood posts. Metal stakes may be used as an alternative, and shall be a minimum 13 mm in diameter. Stakes shall be a minimum 1200 mm in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, to the Engineer prior to installation.

Staples

Staples shall be as shown on the plans.

Signs

Signs shall be constructed as shown on the plans. Wood posts shall conform to the provisions in Section 56-2.02B, "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in Section 56-2.02D, "Sign Panel Fastening Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

INSTALLATION

Temporary concrete washout facilities shall be installed on grade or below grade as shown on the plans and as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in Section 56-2.03, "Construction," and Section 56-2.04, "Sign Panel Installation," of the Standard Specifications and as shown on the plans.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations for all concrete wastes. These facilities shall be constructed to contain all liquid and concrete waste without seepage, spillage or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
- F. Plastic liner may be installed in below grade temporary concrete washout facilities at the option of the Contractor. No additional compensation will be allowed for the use of plastic liner in below grade temporary concrete washout facilities.

The Contractor may use an alternative temporary concrete washout facility if approved by the Engineer in writing. The Contractor shall submit details for an alternative temporary concrete washout facility to the Engineer at least 7 days prior to installation. Any increase in cost, including maintenance costs, for the alternative temporary concrete washout facility shall be borne by the Contractor. The alternative temporary concrete washout facility shall be installed and maintained in conformance with these special provisions.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete and liquid residue shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Material used to construct temporary concrete washout facilities shall become the property of the Contractor, shall be removed from the site of the work, and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 300 mm. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. Plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

MEASUREMENT AND PAYMENT

The contract unit price paid for temporary concrete washout facilities shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary concrete washout facilities, complete in place, including maintenance, removal of materials, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.05 TEMPORARY DRAINAGE INLET PROTECTION

Temporary drainage inlet protection shall be installed, maintained and later removed as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

The Contractor shall select the appropriate drainage inlet protection shown on the plans to meet the field condition around the drainage inlet. For all other drainage inlets within the project limits that do not conform to the details shown on the plans, the Contractor shall submit to the Engineer for approval, provisions for providing temporary drainage inlet protection.

Special attention shall be given to existing and new drainage inlets adjacent to traffic. The Engineer shall review the need for drainage inlet protection at each location. Each proposed drainage inlet protection shall be approved by the Engineer to ensure safety.

Throughout the duration of the Contract, the Contractor shall be required to provide protection to meet with the changing condition of the drainage inlet conditions may require combining materials outlined in the special provision to address conditions that cannot be anticipated in advance. The Contractor shall submit temporary drainage inlet protection drawings for such cases to the Engineer for approval prior to installation.

The Contractor shall use temporary drainage inlet protection as one of the various measures to prevent water pollution. The Water Pollution Control Plan shall graphically show the use of temporary drainage inlet protection in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS.—

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

A. **SEDIMENT CONTROL BAG.**—Sedimentation control fabric for sediment bags shall be a prefabricated sedimentation control fabric envelop with a woven polypropylene fabric and sewn with a double stitched seam using nylon thread. The fabric shall have a grab tensile strength of at least 120 kg and grab elongation of 20 percent, per ASTM Designation: D4632. The fabric shall have a mullen burst strength of at least 2895 kPa, per ASTM Designation: D3786 and an ultraviolet (UV) stability exceeding 90 percent. The sedimentation control fabric shall be capable of a flow rate of

70.3 L/minute/m2, per ASTM Designation: D4491.

The sediment bag shall be sized to fit the catch basin or drainage inlet and be complete with lifting loops and dump straps attached at the bottom to facilitate emptying of the sediment bag. The sediment bags shall have a restraint cord approximately halfway up the bag to keep the sides away from the catch basin walls.

INSTALLATION AND MAINTENANCE.—

When no longer required for the purpose, as determined by the Engineer, temporary drainage inlet protection facilities shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work.

Temporary drainage inlet protection damaged due to storms or as a result of the Contractors operations shall be replaced at the Contractor's expense.

Sediment bags shall be installed by removing the drainage inlet grate, placing the sediment bag in the opening, and replacing the grate to secure the sediment bag in place. Removal of the bag shall be facilitated by the use of 25 mm steel reinforcing bars placed through the lifting loops.

Sediment bags installed as part of temporary drainage inlet protection shall be emptied when the restraint cords are no longer visible. Emptying of the bag shall be facilitated by the use of 25mm steel reinforcing bars placed through the lifting loops. The sediment bag shall be emptied of material and rinsed before replacement in the catch basin or drainage inlet.

MEASUREMENT AND PAYMENT.

The quantity of temporary drainage inlet protection to be paid for will be determined from each drainage inlet protected conforming to the details shown on the plans or as approved by the Engineer. The protection is measured one time only additional measurement is recognized and no additional compensation made if the temporary drainage inlet protection changes during the course of construction.

The contract price paid per temporary drainage inlet protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary drainage inlet protection, complete in place, including excavation and backfill, all modifications occurring during the course of construction, and maintenance and removal of temporary drainage inlet protection, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary drainage inlet protection for protection at drainage inlets shown on the project plans or directed by the Engineer will be paid for under this item of work. . Payment for temporary drainage inlet protection that is required as part of the WPCP, and not paid for as above, , will be paid for as specified in "Water Pollution Control" elsewhere in these special provisions.

10-1.06 TEMPORARY SILT FENCE

Temporary silt fence shall be furnished, installed, maintained, and later removed in conformance with the details as shown on the plans, as specified in these special provisions and as directed by the Engineer. Temporary silt fence is intended to be used following the installation of Temporary Perimeter Barrier. Once sidecast material has been deposited such that no further containment will occur, temporary silt fence, shall be deployed to contain sediment in runoff, if required by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions. Temporary silt fence is used as a temporary linear barrier for sediment control.

The Contractor shall use temporary silt fence as one of the various measures to prevent water pollution. The Water Pollution Control Program shall include the use of temporary silt fence.

MATERIALS

Temporary silt fence shall be either prefabricated or consist of separate components of silt fence fabric, posts, and fasteners.

Silt Fence Fabric

Silt fence fabric shall be geotextile manufactured from woven polypropylene or polymer material. Silt Fence Fabric may be virgin or recycled, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. The Engineer may order tests to confirm the absence of biodegradable filler materials in conformance to the requirements in ASTM Designation: E 204 (Fourier Transformed Infrared Spectroscopy-FTIR).

Silt fence fabric shall conform to the following requirements:

Specification	Requirements
Width, mm, minimum.	900
Grab tensile strength (25 mm grip), kilonewtons, minimum in each direction ASTM Designation: D 4632	0.45
Elongation, percent, minimum in each direction ASTM Designation: D 4632 (25 mm grip)	15
Ultraviolet stability, percent tensile strength retained after 500 hours, minimum ASTM Designation: D 4355 (xenon-arc lamp and water spray weathering device)	70

Posts

Posts for temporary silt fence shall be one of the following:

- A. Posts shall be fir or pine, a minimum 34 mm x 40 mm in size, and 1.2 m in length. One end of the post shall be pointed. Wood preservative treatment will not be required for wood posts.
- B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that can resist failure by lateral loads. The steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.2 m. One end of the steel posts shall be pointed and the other end shall be capped with an orange or red plastic safety cap which fits snugly to the steel post. The Contractor shall submit to the Engineer for approval a sample of the capped steel post prior to installation.

Fasteners

Fasteners for attaching silt fence fabric to posts shall be as follows:

- A. When prefabricated silt fence is used, posts shall be inserted into sewn pockets.
- B. Silt fence fabric shall be attached to wooden posts with nails or staples as shown on the plans or as recommended by the manufacturer or supplier. Tie wire or locking plastic fasteners shall be used to fasten the silt fence fabric to steel posts. Maximum spacing of fasteners shall be 200 mm along the length of the steel post.

INSTALLATION

Temporary silt fence shall be installed parallel with the slope contour in reaches not to exceed 150 m. A reach is considered a continuous run of temporary silt fence from end to end or from an end to an opening, including joined panels. Each reach shall be constructed so that the elevation at the base of the fence does not deviate from the contour more than one third of the fence height.

The silt fence fabric shall be installed on the side of the posts facing the slope. The silt fence fabric shall be anchored in a trench as shown on the plans. The trench shall be backfilled and mechanically or hand tamped to secure the silt fence fabric in the bottom of the trench.

Mechanically pushing 300 mm of the silt fence fabric vertically through the soil may be allowed if the Contractor can demonstrate to the Engineer that the silt fence fabric will not be damaged and will not slip out of the soil, resulting in sediment passing under the silt fence fabric.

At the option of the Contractor, the maximum post spacing may increase to 3 m if the fence is reinforced by a wire or plastic material by prefabrication or by field installation. The field-assembled reinforced temporary silt fence shall be able to retain saturated sediment without collapsing.

Temporary silt fence shall be joined as shown on the plans. The tops of the posts shall be tied together by minimum of 2 wraps of tie wire of a minimum 1.5 mm diameter. The silt fence fabric shall be attached to the posts at the joint as specified in these special provisions.

Temporary silt fence shall be repaired or replaced at the expense of the Contractor on the same day when the damage occurs.

When no longer required as determined by the Engineer, temporary silt fence shall be removed from the site of the work. Trimming the silt fence fabric and leaving it in place will not be allowed.

Holes, depressions or any other ground disturbance caused by the removal of the temporary silt fence shall be backfilled and repaired in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary silt fence shall be maintained to provide a sediment holding capacity of approximately one-third the height of

the silt fence fabric above ground. When sediment exceeds this height, or when directed by the Engineer, sediment shall be removed. The removed sediment shall be deposited within the project limits in such a way that the sediment is not subject to erosion by wind or by water.

MEASUREMENT AND PAYMENT

Temporary silt fence will be measured and paid for when placed at locations as shown on the plans, designated by the Engineer, or when placed in conformance with the Contractor's approved Water Pollution Control Plan.

The contract price paid per meter for temporary silt fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary silt fence, complete in place, including trench excavation and backfill, and removal of temporary silt fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.07 TEMPORARY PERIMETER BARRIER

Temporary Perimeter Barrier shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The Contractor shall use temporary perimeter barrier as one of the various measures to prevent water pollution. The Water Pollution Control Program shall include the use of temporary perimeter barrier.

Preparation shall conform to the requirements in Section 20-3.02, "Preparation," of the Standard Specifications.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

MATERIALS

Materials shall conform to Section 20-2, "Materials," of the Standard Specifications and the following:

- A. Plywood shall be 12.6 mm thick (min.) exterior grade, with a nominal dimension of 1.2m x 2.43m.
- B. Steel posts shall be painted, snow stake type at a length of 2.43m. Tie wire shall be a minimum of 12 gauge thickness
- C. Fabric used for temporary high visibility boundary fence shall also conform to the following:

Material:	Polypropylene or Polyethylene
Color:	Orange
Mesh opening:	50 mm x 50 mm
UV Resistance:	Fully Stabilized
Fabric Width, min.:	1.22 m

INSTALLATION

Temporary Perimeter Barrier shall be installed as shown on the plans and as follows:

- A. Temporary Perimeter Barrier shall consist of new plywood sheets anchored to steel posts with tie wire as shown on the plans. Holes shall be made through the plywood to adequately anchor the plywood to the steel posts and ensure snug overlap of plywood. Plywood shall be installed below grade as shown on the plans.
- B. Holes shall be made in the plywood sheets at center of each board measured longitudinally, and such that the bottom of the hole is adjacent to finish grade once the plywood has been trenched to sufficient depth. Dimensions of the hole shall be as shown on the plans.
- C. The top 600 mm of the plywood barrier shall be covered with high visibility boundary fence fabric. .

Temporary Perimeter Barrier that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, Temporary Perimeter Barrier shall be removed and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the standard Specifications.

Holes or depressions caused by the removal of Temporary Perimeter Barrier shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The quantity of Temporary Perimeter Barrier will be measured by the meter as determined from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed Temporary Perimeter Barrier.

The contract price paid per meter for Temporary Perimeter Barrier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Temporary Perimeter Barrier, complete in place, including maintenance and removal of Temporary Perimeter Barrier, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.08 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, installed, maintained, and later removed in conformance with the details shown on the plans, as specified in these special provisions and as directed by the Engineer.

MATERIALS

Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type ESA) shall conform to the following:

High Visibility Fabric

High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color. High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 1.22 m in width with a maximum mesh opening of 50 mm x 50 mm. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

Posts

Posts for temporary fence (Type ESA) shall be of one of the following:

- A. Posts shall be fir or pine, a minimum of 38 mm x 50 mm in size, and a minimum 1.6 m in length. One end of the post shall be pointed. Posts shall not be treated with wood preservative.
- B. Posts shall be steel and have a "U", "T", "L" or other cross sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of 1.6 m. One end of the steel post shall be pointed and the other end shall have a high visibility colored top.

Fasteners

Fasteners for attaching high visibility fabric to the posts shall be as follows:

- A. The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier, as determined by the Engineer.
- B. Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 600 mm along the length of the steel post.

INSTALLATION

Temporary fence (Type ESA) shall be installed as follows:

- A. Posts shall be driven into the soil a minimum of 400 mm. Posts shall be spaced at 2-m centers minimum and shall at all times support the fence in a vertical, upright position.
- B. Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.
- C. Temporary fence (Type ESA) shall be located to be unobstructed from view, as determined by the Engineer.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed temporary fence (Type ESA) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) shall be measured in the manner specified for permanent fences in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including maintenance and removal and disposal of materials, as specified in these special provisions, and as directed by the Engineer.

10-1.09 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by another contractor (Contract No 04-1S0224) to Repair Storm damage in Panoramic Highway on Route 1 in Marin County (KP 8.1 to KP 11.6) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

10-1.10 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

10-1.11 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

10-1.12 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.13 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and for providing a list of Category 2 devices used on the project and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

10-1.14 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

10-1.15 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area

Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 3 m wide, shall be open for use by public traffic in each direction of travel.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Chart No1. _																									
Two-Lane Conventional Highway Lane Requirements																									
Location: Northbound-On Route 1-From KP6.24 (PM 3.9) (Panoramic HWY.S.) To KP 7.52 (PM 4.7)																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Fridays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Saturdays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Sundays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Day before designated legal holiday	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Designated legal holidays	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	
Legend: <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 20px; height: 15px; margin-right: 5px;"></div> <div>Complete Road Closure</div> </div> <div style="border: 1px solid black; width: 20px; height: 15px; margin-right: 5px;"></div>																									
REMARKS: Detour traffic as per Detour Plan in (CS-1) (Panoramic Hwy).																									

Chart No.2 Two-Lane Conventional Highway Lane Requirements																									
Location: Northbound - On Route 1- At KP 18.2 (PM 11.3) Marin County																									
	A.M.												P.M.												
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Fridays	R	R	R	R	R	R	R	R	R	R	R	R													
Saturdays																									
Sundays																									
Day before designated legal holiday	R	R	R	R	R	R	R	R	R	R	R	R													
Designated legal holidays																									

Legend:

R

One-way traffic control permitted:

- Close one traffic lane and stop public traffic for periods not to exceed five minutes.
- Provide at least one traffic lane, not less than 3 m wide.
- Maximum length of one-way control shall be 400 meters.

No work that interferes with public traffic will be allowed

REMARKS: Shoulder may be closed anytime.

(F=Mrn-1-PM
11.3/1S0301/12.01/01.12/OWC)

10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of

work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.17 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

STATIONARY LANE CLOSURE

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

MOVING LANE CLOSURE

PAYMENT

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.18 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

10-1.19 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TraFFix Sand Barrels manufactured after March 31, 1997, or equal:

A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076. Telephone 1-312-467-6750, FAX 1-800-770-6755

1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828. Telephone 1-800-884-8274, FAX 1-916-387-9734
2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805. Telephone 1-800-222-8274, FAX 1-714-937-1070

B. TraFFix Sand Barrels, manufactured by TraFFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672. Telephone 1-949 361-5663, FAX 1-949 361-9205

1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112. Telephone 1-408 287-4303, FAX 1-408 287-1929
2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448. Telephone 1-800-559-7080, FAX 1-805 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of

commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

10-1.20 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING

Traffic stripe shall be removed at the locations shown on the plans and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Waste from removal of yellow thermoplastic and yellow painted traffic stripe contains lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Residue produced from when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.

The removed yellow thermoplastic and yellow paint shall be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 30 days after accumulating 100 kg of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic and yellow paint residue as required by the facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 3360 L of waste or portion thereof, if less than 3360 L of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed. From each additional 840 L of waste or portion thereof, if less than 840 L are produced, a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of yellow thermoplastic and yellow painted traffic stripe. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint.

Prior to removing yellow thermoplastic and yellow painted traffic stripe, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 3.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall

submit a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow thermoplastic and yellow painted traffic stripe and residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow thermoplastic and yellow painted traffic stripe residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

Attention is directed to "Material Containing Aerially Deposited Lead" of these special provisions regarding payment for the Lead Compliance Plan.

Full compensation for providing a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe shall be considered as included in the contract items paid per meter for remove yellow thermoplastic traffic stripe and remove yellow painted traffic stripe and no separate payment will be made therefor.

REMOVE DRAINAGE FACILITY

Existing , inlets, where any portion of these structures is within one meter of the grading plane in excavation areas, or within 0.3-m of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of.

Frames and grates shall be removed and salvaged as shown on the plans.

Full compensation for salvaging existing frames and grates shall be considered as included in the contract lump sum price paid for remove drainage facility and no additional compensation will be allowed therefor.

RECONSTRUCT METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be reconstructed, shall be reconstructed.

Attention is directed to "Order of Work" of these special provisions regarding the reconstruction of metal beam guard railing at those locations exposed to public traffic.

Cable anchor assemblies or terminal anchor assemblies, including concrete anchors and steel foundation tubes, shall be completely removed and disposed of.

New posts, blocks, and hardware shall be furnished and used to reconstruct metal beam guard railing. New posts and blocks shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Posts, blocks, and other components of the removed metal beam guard railing, including terminal sections, that are not used in the reconstruction work shall be disposed of.

Full compensation for furnishing and installing new posts, blocks, and hardware; for connecting reconstructed metal beam guard railing to existing structures, other flat concrete surfaces or terminal systems; and for removing and disposing of anchor assemblies shall be considered as included in the contract price paid per meter for reconstruct metal beam guard railing and no separate payment will be made therefor.

Terminal System (Type SRT) for connection to reconstructed metal beam guard railing will be measured and paid for separately in conformance with the provisions "Terminal System (Type SRT) of these special provisions.

10-1.21 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.22 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

SOLDIER PILE WALL EARTHWORK

General

Cross sections of the site in the vicinity of the soldier pile wall are available for viewing at District in Office of the Duty Senior.

Concrete Backfill

Concrete backfill encasing the steel soldier piles below the lagging shall be Class 3 concrete conforming to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

MEASUREMENT AND PAYMENT (EARTHWORK)

Concrete backfill encasing steel soldier piles below the lagging will be measured and paid for by the cubic meter as concrete backfill in the same manner specified for structure backfill in Section 19-3.07, "Measurement," and Section 19-3.08, "Payment," of the Standard Specifications.

10-1.23 MOVE-IN/MOVE-OUT (EROSION CONTROL)

Move-in/move-out (erosion control) shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of erosion control (TypeD), erosion control (netting), or fiber rolls as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of erosion control (TypeD), erosion control (netting) and fiber rolls elsewhere in these special provisions.

Quantities of move-in/move-out (erosion control) will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit price paid for move-in/move-out (erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of erosion control (TypeD), erosion control (netting), and fiber rolls as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

No adjustment of compensation will be made for any increase or decrease in the quantities of move-in/move-out (erosion control) required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of move-in/move-out (erosion control).

10-1.24 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to erosion control (netting) areas, embankment and excavation slopes and other areas disturbed by construction activities.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions.

If the slope on which the erosion control is to be placed is finished during the rainy season as specified in "Water

Pollution Control" of these special provisions, the erosion control shall be applied immediately to the slope.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

Erosion Control (Type D) shall be applied upon completion of Erosion Control (Netting) and Fiber Rolls installation as described in these special provisions.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lupinus bicolor Small-flowered lupine	50	3.0
Lotus persianus Pershing's Lotus	50	3.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Nasella lepida * Foothill needlegrass	50	8.0
Bromus carinatus ** California brome	50	35.0
Vulpia microstachys Three weeks fescue	50	8.0
Melica imperfecta Small-flowered melica	50	8.0

Commercial Fertilizer

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed

recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 9.5-mm screen. The moisture content of the compost shall not exceed 35 –40 percent. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 –40 percent. Moist samples of compost on an as received basis shall be dried in an oven at a temperature between 105°C and 115°C until a constant dry weight of the sample is achieved. The percentage of moisture will be determined by dividing the dry weight of the sample by the moist weight of the sample and then multiplying by 100. Compost will be tested for maturity and stability with a Solvita test kit. The compost shall measure a minimum of 5-6 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive derivative of *Plantago ovata* used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 2 separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	6.0
Non-Legume Seed	59.0
Fiber	310
Compost	940

- B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.

- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	310
Compost	940
Stabilizing Emulsion (Solids)	140

Applications A and C for all erosion control (netting) areas shall be applied by hose, from the ground. Erosion control materials shall be applied at close range onto the slope face such that the materials are well integrated into the erosion control materials and in close contact with the ground surface. Application shall be perpendicular to the slope face such that erosion control (netting) materials are not damaged or displaced. Any erosion control materials that are damaged or displaced shall be immediately be repaired by the Contractor at his expense.

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

Compost (erosion control) will be measured by the kilogram or tonne, whichever unit is designated in the Engineer's Estimate. The weight will be as determined by the Engineer from marked mass and sack count or from scale weighings.

The contract price paid per kilogram or tonne for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.25 EROSION CONTROL (NETTING)

Erosion control (netting) shall conform with the details as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Erosion control (netting) work shall consist of furnishing, installing, and maintaining control netting on embankment slopes, excavation slopes and other locations as shown on the plans.

Following the installation of erosion control (netting), erosion control materials shall be applied onto the netting face as specified in "Erosion Control (Type D)," of these special provisions.

MATERIALS

Materials for the erosion control (netting) shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Erosion Control Netting

Erosion control netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Specification	Requirement
Weight, grams per square meter ASTM Designation: D 3776	400
Minimum Tensile Strength, kilonewtons, ASTM Designation: D 4595-86	9.0 to 11.3 kN/m in longitudinal direction (dry) 5.0 to 10.7 kN/m in cross-direction (dry) 6.0 to 9.8 kN/m in longitudinal direction (wet) 4.0 to 9.4 kN/m in cross- direction (wet)
Roll Width, meters, min.	4
Area/Roll, square meters, min.	200
Open Area, percent	63-70

Staples

Staples for erosion control netting shall be U-shaped with 200-mm legs and 50-mm crown.

INSTALLATION

Erosion control (netting) shall be installed on embankment slopes or excavation slopes as follows:

Erosion control (netting) strips shall be placed loosely on the embankment or excavation slope with the longitudinal joints perpendicular to the slope contour lines. The netting face shall be anchored longitudinally with a stapling detail and pattern as shown on the plans. Jointing shall be flush and square overlapped between adjoining sections as shown on the plans. Longitudinal and transverse joints of netting shall be overlapped and stapled as shown on the plans. Staples shall be driven perpendicular to the slopes. Ends of the netting shall be secured in place in key trenches.

MAINTENANCE

Erosion control (netting) shall be repaired or replaced on the same day the damage occurs. Damaged netting shall be replaced. Washouts between joints or beneath the erosion control (netting) shall be repaired.

Erosion control (netting) damaged during the progress of work or resulting from the Contractor's vehicles, equipment, or operations shall be repaired or replaced at the expense of the Contractor.

MEASUREMENT AND PAYMENT

The quantity of erosion control (netting) will be measured by the square meter as determined from actual slope measurements of the areas covered by the erosion control (netting) excluding overlaps.

The contract price paid per square meter for erosion control (netting) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing erosion control (netting), complete in place, including trench excavation and backfill, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.26 DRAINAGE OUTLET PROTECTION

Drainage outlet protection shall be installed and maintained as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Rock Slope protection

Rock shall conform to the provisions, rock mass, size, and grading for Class No. 2 class rock as specified in Section 72-2.02 "Materials" of the Standard specifications.

Erosion Control Netting

Erosion control netting and staples shall conform to the provisions for erosion control netting elsewhere in these special provisions.

INSTALLATION

The bedding area shall be excavated and cleared of obstructions including, but not limited to, rocks, clods, roots and duff (forest litter) prior to installation of rock slope protection and the erosion control netting. The edges of the erosion control netting shall be keyed into trenches, stapled, backfilled, and tamped as shown on the plans. Excess soil from excavation of the areas to receive rock slope protection shall be removed and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications. The contractor has the option to remove and incorporate the excavated material in other earthwork activities elsewhere within the project limits as approved by the Engineer.

MEASUREMENT AND PAYMENT

The contract price paid per drainage outlet protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing drainage outlet protection, complete in place, including furnishing and installing rock slope protection and erosion control netting and maintenance of drainage outlet protection, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.27 FIBER ROLLS

Fiber rolls shall conform to the details shown on the plans and these special provisions.

MATERIALS

Fiber rolls shall consist of one of the following:

- A. Fiber rolls shall be constructed on the project site with manufactured blankets consisting of one or a combination of wood excelsior, rice, wheat or coconut fibers. The blanket shall measure approximately 3.5 m wide by 26 m to 29 m in length. Wood excelsior material shall have individual fibers, 80 percent of which shall be 150 mm or longer in fiber length. The blanket shall have a photodegradable plastic netting. The blanket shall be rolled on the blanket's width and secured with jute twine spaced 2 m apart along the roll for the full length and 150 mm from each end of the individual rolls. The blanket shall be rolled so that the netting is on the outside of the finished roll. The finished roll diameter shall be a minimum of 175 mm and a maximum of 225 mm and shall weigh not less than 1.3 kg/m.
- B. Fiber rolls shall be pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic netting. Each roll shall be a minimum of 175 mm and a maximum of 225 mm in diameter and 7 m to 9 m in length and shall weigh not less than 1.3 kg/m. The netting shall be ultraviolet (UV) degradable plastic. The netting shall have a minimum durability of one year after installation. The netting shall be secured

tightly at each end of the individual rolls.

- C. Stakes shall be fir or pine and shall be a minimum of 25 mm x 25 mm x 600 mm in length. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake to the Engineer prior to installation. The tops of the metal stakes shall be bent over at a 90-degree angle. No additional compensation will be allowed for the use of a metal stake.

INSTALLATION

Fiber rolls shall be joined tightly together to form a single linear roll that is installed approximately parallel to the slope contour. Fiber rolls shall be installed following the installation of Erosion Control (Netting) and prior to the application of Erosion Control (Type D).

Furrows shall be constructed at a slight angle to the slope contour as shown on the plans, to a depth of 50 mm to 100 mm, and at a sufficient width to hold the fiber rolls.

Fiber rolls shall be installed as shown on the plans. Individual rolls shall be placed with adjacent ends butted firmly to each other to create a continuous linear roll.

Stakes shall be installed 0.6 m apart along the total length of the rolls and 125 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll.

MEASUREMENT AND PAYMENT

Fiber rolls will be measured by the meter from end to end along the centerline of the installed rolls.

The contract price paid per meter for fiber rolls shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing fiber rolls, complete in place, including stakes, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.29 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

10-1.30 ASPHALT CONCRETE

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

If the finished surface of the asphalt concrete on Route 1 traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

10-1.31 PILING

GENERAL

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Unless otherwise specified, welding of any work performed in conformance with the provisions in Section 49, "Piling," of the Standard Specifications, shall be in conformance with the requirements in AWS D1.1.

Foundation recommendations are included in the "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Attention is directed to "Welding" of these special provisions.

STEEL SOLDIER PILING

This work shall consist of furnishing and installing steel piling; cleaning and preparing portions of the pile for splicing; splicing steel piles; and securing the piling prior to and during concrete encasement; in accordance with the details shown on the plans, and these special provisions.

Construction

Steel soldier piles shall be placed in a drilled hole and shall be plumbed and aligned before placing concrete backfill and permeable material. Alignment shall be maintained while placing backfill material in the drilled holes.

Cleaning and preparing the pile shall be performed in heat affected areas before splicing steel piles.

MEASUREMENT AND PAYMENT (PILING)

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

The contract price paid per meter for furnish steel pile of the type shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the steel piles at the site to the required penetration, including securing the piling to maintain accurate alignment prior to and during encasing the pile with concrete, cleaning and preparing heat affected areas of piles for splicing and , splicing steel piles, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.32 DRILLED HOLES

Holes for steel soldier piles shall be drilled into natural foundation materials at the location shown on the plans and shall conform to the provisions in Section 49, "Piling," of the Standard Specifications and these special provisions.

Foundation recommendations are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Drilled holes shall be accurately located and shall be straight and true. When the piles are plumbed and aligned, the steel piles shall be at least 25 mm clear of the sides of the hole for the full length of the hole to be filled with concrete backfill and permeable material . Holes which do not provide the clearance around steel piles shall be reamed or enlarged at the Contractor's expense.

Temporary casings or tremie seals shall be furnished and placed where necessary to control water or to prevent caving of the hole.

Difficult drilling is anticipated due to the presence of caving soils, ground water, and highly variable material with alternating zones of moderately weathered, very hard sandstone boulders and decomposed, very soft rock.

Loose materials existing at the bottom of the hole after drilling operations have been completed shall be removed before placing the pile.

Materials resulting from drilling holes shall be disposed of in conformance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications.

Drilling mud or chemical stabilizers shall not be used. Surface water shall not be permitted to enter the hole and all water in the hole shall be removed before placing concrete therein.

Casing, if used in drilling operations, shall be removed from the hole as concrete is placed therein. The bottom of the casing shall be maintained not more than 1500 mm nor less than 300 mm below the top of the concrete during casing withdrawal and concrete placing operations. Separation of the concrete during withdrawal operations shall be avoided by hammering or otherwise vibrating the casing. The methods used to withdraw temporary casings shall preclude contamination of the concrete and commingling of the soil and concrete or of any ground water and concrete.

The contract price paid per meter for drilled hole of the diameter shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in drilling holes for soldier piles, including disposing of the material resulting from drilled holes, dewatering, casing holes and removing casing, and providing tremie seals, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.33 TIMBER LAGGING

Timber lagging shall conform to the details shown on the plans and the provisions in Sections 57, "Timber Structures," and 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and these special provisions.

All timber members shall be preservative treated Douglas fir of the grades shown on the plans. Timber members shall be full sawn to the dimensions shown on the plans.

Preservative treatment shall be with creosote, creosote-coal tar solution, creosote-petroleum solution (50-50), or pentachlorophenol (Type A) preservative. Preservative treatment shall be for below ground use.

Timbers 100 mm thick or less shall be installed with a 10 mm gap between lagging members except where shown on the plans. Timbers greater than 100 mm thick shall be installed with a 13 mm gap between lagging members except where shown on the plans.

10.1.34 CLEAN AND PAINT STEEL SOLDIER PILING

Steel piling surfaces shall be cleaned and painted in conformance with the provisions in Sections 59-2, "Painting Structural Steel," and 91, "Paint," of the Standard Specifications and these special provisions. Limits of the steel soldier pile surfaces to be dry blast cleaned and shop primed with the inorganic zinc coating shall be as shown on the plans.

Clean and paint steel soldier piling shall consist of dry blast cleaning and painting a portion of steel soldier piles with an inorganic zinc undercoat prior to pile installation, and field painting with a final coat after pile installation.

Whenever the Standard Specifications refer to "Steel Structures Painting Council," the reference shall be replaced with "SSPC: The Society for Protective Coatings."

Prior to performing any painting or paint removal, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate Painting Quality Work Plan (PQWP) for each item of work for which painting or paint removal is to be performed. As a minimum, each PQWP shall include the following:

- A. The name of each Contractor or subcontractor to be used.
- B. One copy each of all current "SSPC: The Society for Protective Coatings" specifications or qualification procedures which are applicable to the painting or paint removal to be performed. These documents shall become the permanent property of the Department.
- C. Proposed methods and equipment to be used for any paint application.
- D. Proof of each of any required certifications, SSPC-QP or SSPC-QP 3.
 1. In lieu of certification in conformance with the requirements in SSPC-QP 1 for this project, the Contractor may submit written documentation showing conformance with the requirements in Section 3, "General Qualification Requirements," of SSPC-QP 1.
 2. In lieu of certification in conformance with the requirements in SSPC-QP 3 for this project, the Contractor may submit written documentation showing conformance with the requirements in Section 3, "General Qualification Requirements," of SSPC-QP 3.

The Engineer shall have 10 working days to review the PQWP submittal after a complete plan has been received. No painting or paint removal shall be performed until the PQWP for that work is reviewed by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the PQWP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

It is expressly understood that the Engineer's review of the Contractor's PQWP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. The Engineer's review shall not constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder, and defective work, materials, and equipment may be rejected notwithstanding review of the PQWP.

Open joints between concrete and painted or galvanized metal surfaces shall be caulked with non-silicone type sealing compound conforming to the requirements in Federal Specification TT-S-230, Type II, or other approved material. The sealing compound shall be applied no sooner than 24 hours after the high pressure cleaning has been applied. The sealing compound shall be allowed to cure as recommended by the manufacturer prior to the water rinsing and application of the first finish coat. When no finish coats are applied, the sealing compound shall be gray in color.

CLEANING

All designated piling surfaces to be blast cleaned shall be dry blast cleaned in conformance with the requirements of Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular, anchor pattern of not less than 40 µm nor more than 86 µm as measured in conformance with the requirements in ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel shall conform to the requirements in Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings," and shall not contain hazardous material. Mineral and slag abrasives shall comply with the requirements for Class A, Grade 2 to 3 as defined therein.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material to be used on steel.

PAINTING

Blast cleaned surfaces shall receive a single undercoat, and a final coat where specified or shown on the plans, consisting of a waterborne inorganic zinc coating conforming to the requirements in AASHTO Designation M 300, Type II, except that: 1) the first 3 sentences of Section 4.7, "Primer Field Performance Requirements," and the entire Section 4.7.1 shall not apply, and 2) zinc dust shall be Type II in conformance with the requirements in ASTM Designation: D 520. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory.

The color of the final application of inorganic zinc coating shall essentially match Federal Standard 595B No. 36373.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

Inorganic zinc coating shall not be applied when the atmospheric or surface temperature is less than 7°C nor more than 29°C nor when the relative humidity exceeds 85 percent.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 4 hours after blast cleaning.

The total dry film thickness of all applications of the single undercoat of inorganic zinc coating shall be not less than 100 µm nor more than 200 µm.

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Dry spray, or overspray, as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the "SSPC: The Society for Protective Coatings," shall be removed prior to application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

The inorganic zinc coating shall be tested for adhesion and cure. The locations of the tests will be determined by the Engineer. The sequence of the testing operations shall be determined by the Contractor. The testing for adhesion and cure will be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. At the Contractor's expense, satisfactory access shall be provided to allow the Engineer to determine the location of the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass the following tests:

Adhesion

- The inorganic zinc coating shall have a minimum adhesion to steel of 4 MPa when measured at no more than 3 locations on each pile using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Contractor, at the Contractor's expense, shall: (1) verify compliance with the adhesion requirements, (2) furnish test results to the Engineer, and (3) repair the coating after testing.

Cure

- The inorganic zinc coating, when properly cured, shall exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter. Inorganic zinc coating that is powdery, soft, or does not exhibit a polished metal surface, as determined by the Engineer, shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.

After installation of the piling, surfaces of steel piling shall receive a final coat of a waterborne inorganic zinc coating of the same product used in the single undercoat at the locations and to the limits shown on the plans.

The final coat of inorganic zinc coating shall be applied after testing for adhesion, testing for cure, and completion of all operations that may damage or discolor the steel surface, including correction of runs, sags, thin and excessively thick areas in the paint film, skips and holidays, dry spray, or areas of non-uniform appearance.

The area to receive the final coat of inorganic zinc coating shall be lightly roughened by abrasive blasting using an abrasive no larger than 600 µm. Abrasive blasting shall remove no more than 15 µm of inorganic zinc. The surface to be lightly roughened shall be free from moisture, dust, grease or deleterious material. The undercoated areas of pile surfaces not receiving a final coat shall be protected from abrasive blast cleaning operations.

The final coat of inorganic zinc coating shall be applied to the required dry film thickness in one uniform application within 24 hours after light roughening. The dry film thickness of the final coat shall be not less than 25 µm nor more than

75 µm.

The total dry film thickness of all applications of the single undercoat and final coat of inorganic zinc coating shall be not less than 125 µm nor more than 275 µm.

Finish coats will not be required.

REPAIR

Shop waterborne inorganic zinc coated surfaces of piling that are abraded or damaged at any time after the application of the shop coat shall be repaired prior to installation. If the repair area exceeds 1 percent of the total coated surface as determined by the Engineer, the Contractor shall repair the surface by blast cleaning and painting the surface with waterborne inorganic zinc coating as previously specified. If the repair area is less than 1 percent of the total coated surface, the Contractor will be permitted to repair the area by thoroughly wire brushing the damaged areas and removing all loose and cracked coating, after which the cleaned areas shall be painted with 2 applications of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," of the Standard Specifications. Repair of abraded or damaged surfaces shall be at the Contractor's expense. Aerosol cans shall not be used.

PAYMENT

The contract lump sum price paid for clean and paint steel soldier piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cleaning and painting piling, complete in place, including water rinsing, adhesion testing of inorganic zinc coating, and the protecting, cleaning and repair of surfaces prior to and after pile installation, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.35 CORRUGATED METAL PIPE

Corrugated Steel Pipe shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

10-1.36 UNDERDRAIN

200 mm Perforated Plastic and Steel Pipe underdrains shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications.

10-1.37 PERMEABLE MATERIAL

Permeable material shall conform with the details shown on the plans, and to the provisions in Section 68-1, "Underdrains," of the Standard Specifications, and these special provisions. 3 permeable material shall conform to the following grading requirements:

Grading Requirements	
Sieve Sizes	Percentage Passing
37.5-mm	100
25-mm	90-100
19-mm	40-100
9.5-mm	0-50
4.75-mm	0-15
2.36-mm	0-5

Class 3 permeable material shall have a Durability Index of not less than 40.

At least 90 percent by mass of Class 3 permeable material shall be crushed particles as determined by California Test 205.

Filter fabric for use with permeable material shall conform to the provisions for filter fabric for underdrains in Section 88, "Engineering Fabrics," of the Standard Specifications and the following:

- A. The subgrade and trench to receive the filter fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified for the material involved.

- B. Filter fabric shall be handled and placed in conformance with the manufacturer's recommendations.
- C. The fabric shall be aligned and placed in a wrinkle-free manner.
- D. Within 72 hours after the filter fabric has been placed, the fabric shall be covered with the planned thickness of overlying material as shown on the plans.

10-1.38 HORIZONTAL DRAIN

Horizontal drains shall conform to the provisions in Section 68-2, "Horizontal Drains," of the Standard Specifications.

10-1.39 CABLE ANCHORAGE SYSTEM

Cable anchorage systems for pipe downdrains shall be installed as shown on the plans and in conformance with the provisions in Section 69-1.02C, "Anchor Assemblies," of the Standard Specifications and these special provisions.

Cables, welded steel eyes, steel rods, turnbuckles, thimbles, cable clamps, and anchor plates shall conform to the provisions for similar materials in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Steel pipes shall conform to the provisions for similar materials in Section 56-1.02E, "Pipe Posts," of the Standard Specifications.

Concrete anchors shall be constructed of Class 4 concrete conforming to the provisions in Section 90-1.01, "Description," of the Standard Specifications.

Cable anchorage systems will be measured by the meter along the pipe downdrain.

The contract price paid per meter for cable anchorage system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in furnishing and installing cable anchorage systems, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for the cable anchorage systems shall be considered as included in the contract price paid per meter for the size and type of pipe downdrain involved and no separate payment will be made therefor.

10-1.40 MINOR CONCRETE (DITCH LINING)

Minor Concrete (Ditch Lining) shall be placed or constructed in conformance with the provisions in Section 72, Ditch Lining of the Standard Specifications.

10-1.41 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

10-1.42 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.43 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.44 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Metal beam guard railing elements and required backup plates, terminal sections, end sections, and return sections shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal (8 post system) as manufactured by Trinity Industries, Inc., and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

The 5 mm x 44 mm x 75 mm plate washer shown on the elevation view and in Section D-D at Wood Post No. 1 shall be omitted.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal (8 post system) from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal (8 post system), FOB Centerville, Utah is \$845, not including sales tax.

The above price will be firm for orders placed on or before 12/30/03, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. The steel foundation tubes with soil plates attached, shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

10-1.45 THERMOPLASTIC TRAFFIC STRIPE

Thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 2.0 mm.

At the option of the Contractor, permanent traffic striping tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications. If permanent tape is placed instead of thermoplastic traffic stripes, the tape will be measured and paid for by the meter as thermoplastic traffic stripe.

10-1.46 PAINT TRAFFIC STRIPE

Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent traffic striping tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the painted traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications. If permanent tape is placed instead of painted traffic stripes, the tape will be measured and paid for by the meter as paint traffic stripe of the number of coats designated in the Engineer's Estimate.

10-1.47 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" specified for pavement markers placed in pavement recesses in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.

- c. Other applicable ownership interests.
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- a. Financial decisions _____
- b. Management decisions, such as:
- (1) Estimating _____
- (2). Marketing and sales _____
- (3). Hiring and firing of management personnel _____
- (4) Purchasing of major items or supplies _____
- c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through

independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor

or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are

not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may

determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175 Eureka, CA	
Non-SMSA Counties	6.6
CA Del Norte; CA Humboldt; CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside-Monterey, CA	28.9
CA Monterey.	
7360 San Francisco-Oakland	25.6
CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
7400 San Jose, CA	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA	17.1
CA Napa; CA Solano	
Non-SMSA Counties	23.2
CA Lake; CA Mendocino; CA San Benito	
177 Sacramento, CA:	
SMSA Counties:	
6920 Sacramento, CA	16.1
CA Placer; CA Sacramento; CA Yolo.	
Non-SMSA Counties	14.3
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178 Stockton-Modesto, CA:	
SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA	24.3
CA San Joaquin.	
Non-SMSA Counties	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA CA Kern.	19.1
	2840 Fresno, CA CA Fresno.	26.1
	Non-SMSA Counties CA Kings; CA Madera; CA Tulare.	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange.	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles.	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura.	21.5
	6780 Riverside-San Bernardino-Ontario, CA. CA Riverside; CA San Bernardino.	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara.	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo.	24.6
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA. CA San Diego.	16.9
	Non-SMSA Counties CA Imperial.	18.2

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.